

**STATE OF MARYLAND
RFP JR-DC-22
SPECIFIC REQUIREMENTS**

Purpose: The purpose of this Request for Proposals ("RFP") is to invite Offerors owning or agents of owners of real estate to submit proposals to the Department of General Services ("DGS") outlining in detail the availability for potential sale to DGS for the property described below.

**The procurement officer for this RFP is:
JANE ROGER, Chief, Land Acquisition and disposal
Department of General Services
300 West Preston Street, Room 601
Baltimore, Maryland 21201**

The sole point of contact in the State for purposes of this RFP is the Procurement Officer.

DGS is a principal department of the government of the State of Maryland (the "State"), organized pursuant to Title 4 of the State Finance & Procurement Article of the Annotated Code of Maryland. DGS has the statutory responsibility to acquire and dispose of all real property and interests therein for most State agencies. DGS is conducting this search on behalf of the Maryland Courts System. The State, through DGS, desires to purchase sufficient unimproved or improved land suitable for a District Courts building and required parking.

This RFP may be viewed at:

https://emma.maryland.gov/page.aspx/en/rfp/request_brows_public Search for eMMA number: BPM029746

NEITHER THE STATE NOR DGS SHALL PAY ANY FEES, COMMISSIONS OR EXPENSES DIRECTLY TO THE OFFEROR. The sole source of remuneration to the Offeror shall be in accordance with the Purchase price.

1. Requirements:

1.1 Type and Amount: No less than 7 acres of improved or unimproved Real Property in fee simple.

1.2 Location: Town of Bel Air within ZIP Code 21014 no further north than Hickory Avenue, no further west than Broadway, no further south than Tollgate Road and no further east than E. MacPhail Road.

1.3 Terms: Cash purchase upon review of two appraisals, title review and title commitment, and approval by the Maryland Board of Public Works. Title shall be transferred by a General Warranty Deed.

1.4 Offerors should submit proposals in accordance with the requirements contained in this Request for Proposals.

1.5 By submitting a proposal in response to this RFP, the Offeror, if submitted property is accepted for review as stated in Paragraph 1.3 above, shall be deemed to have accepted the terms and conditions of this RFP.

1.6 Any protest or dispute related to the solicitation or the property selected shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.7 Procurement Regulations: This RFP and any contract entered into as a result hereof is subject to the provisions of Division II of the State Finance & Procurement Article. The requirements of the State Finance & Procurement Article and the State procurement regulations, COMAR Title 21, as amended, will be applied to this RFP.

1.8 Ethics Law: The submission of a Proposal, further negotiation under this RFP, or entering into a Contract is subject to the Maryland Public Ethics Law codified at State Government Article of the Maryland Annotated Code, Sections 15-101 et seq. ("Public Ethics Law"). DGS reserves the right not to consider any Proposal if negotiation with an Offeror or the entering into the Contract would give rise to a violation of the Public Ethics Law. Each Offeror is encouraged 1) to identify, at the earliest possible time, the existence of circumstances that may be or might give rise to a violation of the Public Ethics Law and 2) to consult with the Maryland State Ethics Commission. The evaluation process under this RFP and the award of the Contract will not be delayed or rescheduled so that an Offeror may resolve a potential issue arising under the Public Ethics Law.

2. Procurement Submission Instructions:

2.1 Offerors must submit their RFP Technical Proposals in a sealed envelope labeled RFP JR-DC-22 and captioned "Technical Proposal". Failure to do so will result in an inability for the procurement team to review the submission. Proposal must include:

2.1.a The attached Site Data Sheet fully completed. Include N/A on any items which are not applicable.

2.1.b The attached Bid/Proposal Affidavit fully complete and signed.

2.1.1 In addition to submitting the RFP Proposal in a sealed envelope, Offerors are required to submit the RFP Proposal in electronic format. The

electronic version of the Proposal must be submitted on a USB flash drive in PDF format in the sealed envelope.

- 2.2 Offerors must submit their RFP Price Proposals on the attached "Price Proposal sheet" in a separate sealed envelope labeled RFP JR-DC-22 and captioned "Price Proposal".
- 2.3 Transmittal Letter: A brief transmittal letter addressed to the Procurement Officer and prepared on the Offeror's business stationery (if applicable) must accompany the Proposal. The letter must be signed by one or more individuals authorized to bind the Offeror to matters contained in the Proposal and must include the title or capacity of the signer. The transmittal letter must not be bound into the technical proposal.

Both sealed envelopes and the Transmittal Letter should then be placed in a package labeled with the Offeror's name and captioned "**Proposal: RFP JR-DC-22, Deliver to: Jane Roger**" and delivered to the address of the Procurement Officer no later than 3:00 p.m. locally prevailing time on June 9, 2022 (the "Closing Date"). Requests for extensions of this date shall not be granted. Any proposal, request for modification, or request for withdrawal received after 3:00 p.m. on the Closing Date is late and will not be considered. It is recommended that proposals be delivered by hand to the office of the Procurement Officer. Offerors mailing proposals or using overnight courier services should allow sufficient time to take account of internal delivery within the State and any possible COVID-19 restrictions.

2.4 A pre-proposal meeting will be held on May 17, 2022 at 10 am. This will be a virtual meeting. All Offerors who wish to attend the virtual pre-proposal meeting shall email the Procurement Officer at dgs.re-bidsproposals@maryland.gov with the subject line being *RFP JR-DC-22 Request to Attend Pre-proposal Meeting* no later than noon locally prevailing time on May 15, 2022. Invitations to the pre-proposal meeting will be sent to the email of the Offerors who request to attend.

2.5 If Offeror is a Corporation, Limited Liability Company, LLP or LP, Offeror is required to be registered and in "good standing" with the Maryland Department of Assessments and Taxations. Offerors must submit a certificate of status reflecting good standing status at the time of the RFP submission.

2.6 All questions must be submitted to Jane Roger at dgs.re-bidsproposals@maryland.gov with the subject line being *RFP JR-DC-22* no later than May 16, 2022 at noon locally prevailing time. Any questions submitted verbally or to any place other than the provided email address will be disregarded.

2.7 eMaryland Marketplace Advantage is an electronic commerce system administered by the Maryland Department of General Services. In order to receive a contract award, a vendor must be registered with eMaryland Marketplace Advantage. Registration guidelines issued by the Maryland Department of General Service are found on the Office of State Procurement's website at procurement.maryland.gov then click on eMMA.

2.8 In order to comply with the State's regulations and procedures regarding the acquisition of real property, Offeror must agree to hold the offered property off the market during the Proposal and Evaluation periods, to allow the State to conduct necessary due diligence and for the acquisition to be presented to and approved by the Board of Public Works. The time to hold the property off the market will not exceed seven (7) months.

3. Minimum Requirements

3.1 Property must be located within the Town of Bel Air no further north than Hickory Avenue, no further west than Broadway, no further south than Tollgate Road and no further east than E. MacPhail Road.

3.2 Property must be able to be assembled as needed with other parcels to form the new courthouse site.

3.3 Property must have access to retail and outdoor amenities including restaurants, pharmacy, and ATM. The amenities must be in a 2 block radius from the property.

3.4 Ease of access by the public. Walkability to the proposed site from public transportation will be evaluated with respect to the physical characteristics of the path of travel. Property must be mapped to show the availability and distance to public transportation. Property must be within 2 blocks of a bus line.

3.5 Properties must be connected to public utilities.

4. Evaluation and Selection Process

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose (the "Evaluation Committee") and based on the evaluation criteria set forth below. The Evaluation Committee will review proposals, tour potential sites, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate. During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for selection.

4.1 Evaluation Criteria

4.1.1 Technical Evaluations: After the Procurement Officer determines which proposals meet the minimum requirements and otherwise qualify for further consideration, the Evaluation Committee will conduct a technical evaluation of the qualifying proposals. This technical evaluation will be made solely on the basis of the technical proposal submitted. The Evaluation Committee will rate the technical proposals on a Pass/Fail basis. Following completion of the technical evaluation, the Evaluation Committee will advise the Procurement Officer as to those proposals it believes should receive further consideration.

4.1.2 Price Evaluation: Following completion of the technical evaluation, the Evaluation Committee will evaluate the pricing proposal submitted, and recommend to the Procurement Officer which properties the Evaluation Committee believes should be moved forward for further negotiation.

5. Selection Procedure

5.1 General

5.1.1 The selected property will be selected in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonable susceptible of being selected for purchase or potentially so. However, the State reserves the right to make a selection without holding discussions.

5.1.2 With or without discussions, the State may determine that an Offeror is not responsible, or the Offeror's Proposal is not reasonably susceptible of selection at any time after the initial closing date for receipt of Proposals and prior to selection.

5.1.3 The Procurement Officer may limit discussions and negotiations to only those responsible Offerors that submitted the three best Proposals based upon the Procurement Officer's preliminary review, in accordance with the evaluation factors, of all proposals received in response to the RFP.

5.1.4 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make a selection without issuing a request for BAFOs. Only Offerors being classified as reasonably susceptible of being selected will be permitted to revise their initial Proposal in BAFOs.

6.2 Selection Determination

Upon completion of the Proposal evaluations the Procurement Officer will recommend selection of the property offered by the responsible Offeror that

submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, Offered Price will receive greater weight than other factors.

6.2.1 After obtaining the approval of this recommendation by the agency head or designee, the State will procure two (2) appraisals from independent fee appraisals on the Department of General Services Valuation Unit list of approved appraisers. The Offeror will make the property available to and cooperate with the appraisers. The appraisals will be reviewed by the DGS Valuation Unit and an approved value will be determined. This approved value will be the basis for negotiations with the Offeror. State and Offeror will enter into an Agreement of Sale. If State and Offeror cannot agree on a Purchase Price, the Proposal will be rejected, and the State will begin negotiations as above with the next Offeror whose proposal was considered next-most advantageous to the State.

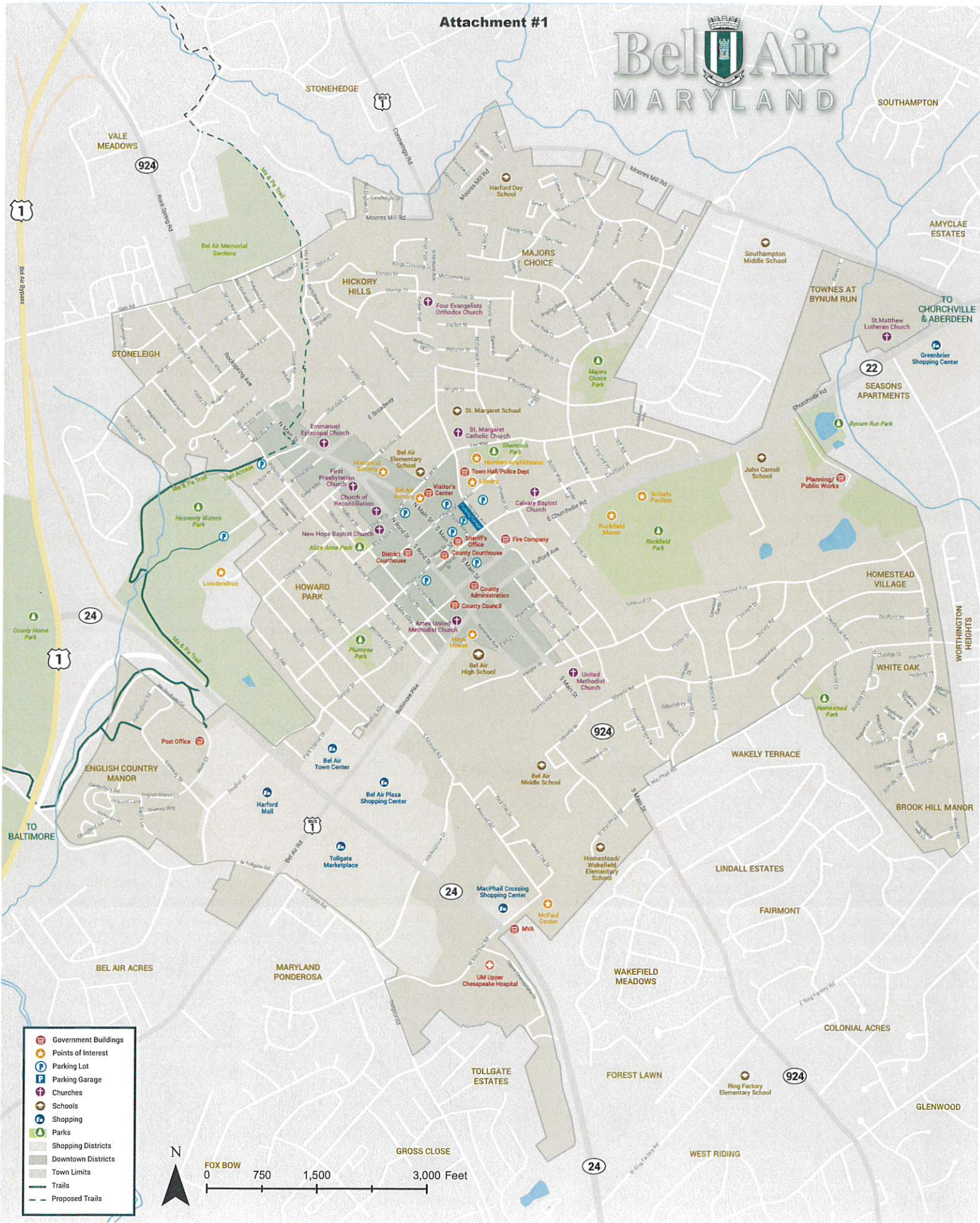
6.2.2 If and when a Purchase Price is negotiated, DGS Office of Real Estate (ORE) will order a title report on the selected property. Offeror will be responsible for curing any title defects to the satisfaction of the State's Title Company such that the State can obtain clear title and title insurance, and for conveying the property in fee simple by General Warranty deed. Should the title report indicate that a survey of the property is required, DGS ORE will procure a survey of the property from a licensed Maryland surveyor. Offeror will make the property available to and cooperate with the surveyor. If the property title cannot be cleared to the satisfaction of the Title Company, the Proposal will be rejected. At that point, the State will begin negotiations as above with the second-ranked Offeror.

6.2.3 Upon verification that the property title is clean and able to be insured by the Title Company, the transaction will be presented to the Maryland Board of Public Works for final approval. Settlement will occur after approval by the Board of Public Works as outlined in the Agreement of Sale.

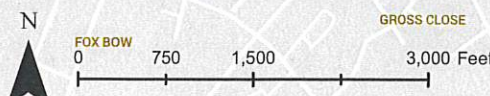
ATTACHMENTS

Attachment 1	Map of the Town of Bel Air
Attachment 2	Technical Proposal Form
Attachment 3	Price Proposal Form
Attachment 4	Sample Letter of Intent
Attachment 5	Sample Agreement of Sale
Attachment 6	Bid/Proposal Affidavit

Bel Air MARYLAND



- Government Buildings
- Points of Interest
- Parking Lot
- Parking Garage
- Churches
- Schools
- Shopping
- Parks
- Shopping Districts
- Downtown Districts
- Town Limits
- Trails
- Proposed Trails



ATTACHMENT 2

**DEPARTMENT OF GENERAL SERVICES
OFFICE OF REAL ESTATE
LAND ACQUISITION AND DISPOSAL DIVISION**

**SOLICITATION TO ACQUIRE REAL PROPERTY FOR THE STATE OF MARYLAND
TECHNICAL PROPOSAL**

Proposal JR-DC-22

Date Submitted: _____

I. BUILDING AND SITE DATA

A. BUILDING DATA

Building Address	
Deed Book and Page	
Acquisition Date	
Type of Construction	
Building Age	
Total # of Floors	
Typical Floor Size	
Floor Load	
Total Square Footage of Building	
Assessed Value	
Date of Assessment	

B. SITE DATA

Acreage	
Size of Paved Area on Site	
Available Parking	
Zoning Ration for Parking	
Public Transportation/Type	
Public Utilities	
Assessed Value	
Assessment Date	
Tax Map and Parcel Number	
Tax Account Number	

C OWNER DATA

Legal name of Property Owner(s)	
Entity Type (Corp, LLC, Partnership, etc)	
Tax ID Number	
Contact Person	
Contact email	
Contact phone number	

ATTACHMENT 3

**DEPARTMENT OF GENERAL SERVICES
OFFICE OF REAL ESTATE
LAND ACQUISITION AND DISPOSAL DIVISION**

**SOLICITATION TO ACQUIRE REAL PROPERTY FOR THE STATE OF MARYLAND
PRICE PROPOSAL**

Proposal JR-DC-22

Date Submitted: _____

NAME OF OFFEROR:

PROPERTY ADDRESS

OFFERED PRICE

I. TERMS OF OFFER:

- A. The selected offer(s) will be subject to title search and the ability of the State to acquire clear title. Sales Price is negotiated based on the approved of two (2) independent appraisals to be obtained by DGS performed by fee appraisers on the DGS Approved Appraiser List, and reviewed by the DGS ORE Valuation Division.
- B. Availability of Property:
 - a. Date Vacant
 - b. Date available for settlement
- C. The Offeror shall be in Good Standing with Maryland Department of Assessments and Taxation.

ATTACHMENT 3

ATTACHMENT 4

Date

Seller

Re: 7-8 acres, more or less
Bel Air, Harford County, Maryland

Dear Seller:

This letter ("**Letter of Intent**") is intended to describe the material business terms by which the State of Maryland to the use of the Department of the Judiciary ("**Buyer**") would purchase the above captioned real property ("**Property**") from _____ ("**Seller**"). Except for paragraph 17, which is intended to be legally binding, neither Buyer's nor Seller's signing or delivery of this Letter of Intent creates or is intended to create a binding agreement. Rather, this Letter of Intent merely sets forth the principal terms to be embodied in a formal, binding, written contract of sale ("**Agreement**") for such transaction if entered into by Seller and Buyer, in form and substance satisfactory to each in its sole, absolute and arbitrary discretion. Unless the Agreement is negotiated, reviewed by the Maryland General Assembly and approved and executed by the Maryland Board of Public Works and signed by Seller and Buyer (and except for the undertakings in paragraph 17), neither Seller nor Buyer shall have any legal obligation to the other to continue to negotiations toward entry into an Agreement or otherwise, and each party may discontinue negotiations at any time.

The Agreement would embody the following essential business terms set forth below and which will be more fully set forth in the Agreement (hereinafter defined):

1. *Property.* The Property consists of the fee simple land identified as _____ all as more fully described in **Exhibit "A"** and shown on a plat entitled "**_____**" which plat was prepared by _____ and dated _____. Together with all buildings and improvements thereon and any and all easements, rights, alleys, ways, waters, privileges, appurtenances, and advantages thereunto belonging or in anywise appertaining.
2. *Purchase Price.* The purchase price shall be negotiated between the State and Seller based on the approved of two (2) appraisals to be procured by the Maryland Department of General Services at the sole cost and expense of the State.

The Purchase Price shall be payable in lawful money of the United States of America and payment shall be made by one of the following: a certified, cashier's or title insurance company check or wired funds at Closing.

In the event that a Purchase Price cannot be negotiated between the State and Seller, this Letter of Intent will be null and void and of no further effect.

3. *Personal Property.* Except as otherwise provided in the Agreement, Seller will remove all personal property from the Property prior to vacating the Property.

4. *Removal of Debris.* Seller agrees to remove from the Property any trash or debris of any kind from the Property prior to vacating the Property.

5. *Risk of Loss.* The Property is to be held at the risk of the Seller until legal title has passed or possession is given to Buyer. If, prior to the time legal title has passed or possession is given, all or part of the Property is damaged or destroyed without the fault of the Buyer, then the Agreement can be terminated at the option of the Buyer.

Upon execution of the Agreement by the parties, the Seller, at its expense, shall have all policies of insurance endorsed to protect the parties as their respective interest appear and maintain all such policies in force until Closing or possession is given to the Buyer.

6. *Survey.* The Buyer may obtain a survey of the Property.

7. *Inspection.* Upon the execution of an Agreement (or, at Buyer's discretion, at any time after they sign and deliver this Letter of Intent), Buyer will begin its investigation of the Property, and, after giving reasonable notice to Seller, may enter on the Property with Buyer's consultants to perform two (2) appraisals from independent appraisers from the State's approved list of appraisers, conduct any studies and tests, prepare surveys, perform environmental site assessments and conduct such other investigations relating to the Property as the Buyer deems appropriate in order to assess the Property's suitability in meeting the State's need and purpose. Seller shall provide Buyer and Buyer's representatives with reasonable access to the Property, and cooperate in notifying tenants of Buyer's inspection.

In connection with such investigation, Seller shall, within 7 days after Buyer's request, provide to Buyer all information in Seller's possession or control and relating to the Property which Buyer may reasonably request (collectively "**Property Documents**"). Buyer shall have the right in its sole, absolute and arbitrary discretion, for any reason whatsoever or for no reason, to terminate the Agreement by giving written notice to Seller at any time within the period ("**Study Period**") of 180 days after the date of the Agreement or the date on which Seller delivers to Buyer all Project Documents which Buyer requires, whichever date is last to occur. Buyer shall promptly return all Project Documents to Seller. The Project Documents shall include but not be limited to copies of the following:

8.1. Seller's existing title insurance and survey (if any) for the Property and all documents listed as exceptions to coverage therein, including all (if any) current and pending leases.

8.2. All information in Seller's possession or control concerning the Property's physical condition (including any existing Phase One studies or other materials relating to environmental matters); zoning and other land-use reports and restrictions affecting the Property; and utility services available to the Property.

8.3. All other contracts or other document of significance to the Property. During the Study Period, Buyer shall advise Seller which contracts shall remain in place after Closing. Seller shall cause all contracts that Buyer does not elect to assume to be terminated at or before Closing, if permitted by their terms.

8.4. Copies of the real property tax bills and assessment notices, for the Property for the last three years.

9. Conditions.

9.1. The obligations of the parties under the Agreement to complete Closing will be conditioned on the following:

9.1.1 Seller shall provide the following to Buyer: (a). Copy of the (corporate documents as needed), (b). Certificate of Good Standing, (c). _____ Certificate, (d). Consent and Certification signed by all (general partners, necessary corporate officers, etc.) authorizing the transaction: authorizing a particular party to sign the instruments; and certifying that the (legal entity documents) and any amendments are in full force and effect as of the date the documents are executed and (e). Any other documents required by the title company hired by Buyer to insure title to the Property.

9.1.2 Buyer shall obtain (a) approval of the Agreement by the Maryland Board of Public Works and (b) an appropriation for the payment of the Purchase Price and costs due from Buyer at Closing.

10. *Agreement.* The parties will attempt to negotiate and sign a mutually satisfactory Agreement within ninety (90) days after they sign and deliver this Letter of Intent. Extensions will be granted by the mutual agreement of the parties. The first draft of the Agreement will be prepared by Buyer and submitted to Seller for review.

11. *Closing.* Closing shall take place within one hundred eighty (180) days after the Maryland Board of Public Works approves and executes the Agreement. Details concerning Closing and the allocation of Closing costs shall be set forth in detail in the Agreement.

12. *Title and Title Insurance.* At Closing, Seller shall deliver a special warranty deed conveying the good and marketable fee simple title to the Property to Buyer or its designee, subject only to the encumbrances to be identified in the Agreement.

13. *Leases and Other Contracts Affecting the Property.* Seller will provide Buyer with copies of

the following:

- a. Copies of any existing leases and contracts affecting the subject property.

Upon the request of Buyer, terminate said leases and/or contracts as of the date of Closing.

14. *Representations and Warranties.* The Agreement will include typical and reasonable representations and warranties concerning the Property, including but not limited to the parties' good standing and authorization to do business and enter into the Agreement, no knowledge of possible claims, the absence of outstanding litigation and condemnation proceedings, outstanding contracts and the absence of claims against Seller or the Property. Seller will represent and warrant that Seller and its agents have not deposited on, and to the best of its actual knowledge the Property is otherwise free of hazardous materials in violation of applicable environmental laws. In addition to other remedies for breach by Seller of its representations and warranties, the Agreement shall include an indemnification in which Seller indemnifies Buyer against any loss or damage it may sustain as a result of Seller's breach of its warranties and representations.

15. *BPW Approval and Appropriations.* The Agreement will not be effective and shall not be binding on the parties until approved and executed by the Maryland Board of Public Works.

The obligations of the Buyer in the Agreement will be subject to an appropriation and review by the General Assembly of Maryland for this purpose. If the General Assembly fails to appropriate funds for the purchase of the Property or if the Buyer no longer has funds available to consummate the purchase of the Property, the Buyer may declare the Agreement, null, void and of no further effect and both Seller and Buyer shall be released from liability.

16. *Governing Laws.* The Agreement shall be governed by the laws of Maryland.

17. *Withdrawal from the Market.* Once the parties sign and deliver this Letter of Intent, and until the State has obtained and reviewed two (2) independent fee appraisals or for a period of ninety (90) days thereafter, whichever occurs first and any additional extensions thereof as mutually agreed by the parties and (if they enter into an Agreement during such period) thereafter while the Agreement remains in effect, Seller shall not enter into any negotiations for, or market, the sale of the property to any third party.

18. *Brokerage Commissions.* Each party acknowledges to the other that it has not used the services of a broker in connection with this transaction and if any commissions are due, the Seller agrees to pay them.

19. *Non-binding Letter of Intent.* Except for paragraph 17, which is intended to be legally binding, neither Buyer's nor Seller's signing or delivery of this Letter of Intent creates or is intended to create a binding agreement. Any obligation placed on the Buyer as a result of executing this Letter of Intent is subject to an appropriation and review by the Maryland General Assembly and the approval of the Maryland Board of Public Works.

If you concur that the foregoing represents an accurate statement of our mutual intent, please so indicate by signing and returning a copy of this letter to the undersigned by the close of business on _____.

Maryland Department of General Services

By: _____

ACCEPTED AND AGREED, this _____ day of _____, 2022.

SELLER

By: _____

SAMPLE

ATTACHMENT 5

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (hereinafter referred to as this "Agreement"), made this _____ day of _____, 20__, by and between _____, party of the first part (hereinafter sometimes referred to as the "Seller"), and STATE OF MARYLAND to the use of the _____, (hereinafter sometimes referred to as the "State or the "Purchaser"), party of the second part.

RECITALS:

WHEREAS, Seller owns Property known as _____, located in _____ Harford County, Maryland; and

WHEREAS, The State desires to acquire the Property (as defined below) and Seller has agreed to sell the Property to the State; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. LAND AND IMPROVEMENTS:

Description of Property to Be Sold

SECTION 2. SURVEY.

The State may obtain a survey of the Property before Closing (hereinafter defined). All costs associated with the survey and any description derived therefrom shall be the sole obligation of the State. The acreage determined by any survey shall in no way affect the Purchase Price (hereinafter defined), it being the agreement of the parties hereto that the Purchase Price (hereinafter defined) shall not be adjusted for any increase or decrease in acreage shown by any survey of the Property.

SECTION 3. DEED AND TITLE

At Closing (hereinafter defined), Seller shall execute a deed with special warranties and a covenant of further assurances for the Property, which shall convey title to the Property to the State (or to a person/entity designated by the State in this Agreement to take title to the Property) subject to any and all existing easements, rights of way, reservations and servitudes of record as of the date of approval this Agreement by the Maryland Board of Public Works ("BPW"). In the event that the Seller is unable to provide good and merchantable title or such as can be insured by a Maryland licensed title company at regular rates, the Seller, at its expense and within thirty (30) days of the Closing (hereinafter defined) date, shall have the option of curing any defect so as to enable it to convey good and merchantable title as described above. In the event the Seller cannot cure or elects not to cure any and all title defects within the stipulated time, the State shall have the right to terminate this Agreement, in which event the Seller shall return to the Purchaser any deposit paid by the State, without interest. In the event

that this Agreement is terminated for failure of the Seller to be able to provide good and merchantable title, free of liens and encumbrances, this Agreement shall be null, void and of no further effect, and there shall be no further liability or obligation on either of the parties hereto, except as otherwise provided herein.

SECTION 4. TENANCIES.

The Seller warrants that the Property is vacant and free of any tenancies, and shall be delivered vacant and free of any tenancies as of the date of Closing (hereinafter defined).

The State and the Seller acknowledge that no real estate broker or sales persons are involved in this transaction for the sale of the Property.

SECTION 5. CONDITION OF PROPERTY AND LATENT DEFECTS

Except as otherwise provided in this Agreement, or in the deed of conveyance or in other documents to be delivered at Closing (hereinafter defined), the Property is being sold and conveyed on an "AS IS, WHERE IS" basis. Except as otherwise described in this Agreement, the Seller hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present or future, as to or concerning: (a) any condition arising in connection with any generation, use, transportation, storage, release, existence of, or disposal of hazardous substances, on and under, above, upon or in the vicinity of the Property, or any other aspect of the nature or condition of the Property such as water, soil and geology, (b) the suitability or fitness of the Property for any and all activities and uses which the Purchaser may elect to conduct thereon; (c) the compliance of the Property or its operation with any applicable laws, ordinances or regulations of any government or other body, including without limitation, compliance with any land use, wetland or zoning law or regulation, or applicable environmental laws, rules, ordinances and regulations; (d) the physical condition or state of repair of the Property, including without limitation, the structural, mechanical and engineering characteristics of the improvements to the Property; and (e) the existence or non-existence of or extent of any right-of-way, restriction, covenant, or other encumbrance affecting the Property. No claim for any allowance or deduction in the Purchase Price due to the Purchaser's lack of knowledge with respect to the Property will be considered. The State acknowledges that it shall accept the Property in "AS IS" physical condition on the date of Closing (hereinafter defined).

SECTION 8. PURCHASE PRICE

The purchase price for the Property is _____ Dollars (\$____.00) ("**Purchase Price**"). The full Purchase Price shall be paid by the State in lawful money of the United States of America by certified, cashier's, bank, title company check or attorney's trust account check at the time of Closing (hereinafter defined).

SECTION 9. POSSESSION:

Possession of the Property will be given to State at the time of Closing (hereinafter defined).

SECTION 10. RISK OF LOSS:

The Property is to be held at the risk of the Seller until legal title has passed. If prior to the time

that legal title has passed to the State, all or a substantial part of the property is destroyed or damaged, the State shall have no obligation to complete its acquisition of the Property, but may, at its sole option elect to do so. In the event the State chooses not to complete its acquisition of the Property, then the State, may at its sole option terminate this Agreement, in which event the Seller shall return to the State the deposit paid by the State, if any, and there shall be no further liability or obligation on either of the parties hereto

SECTION 11. BREACH OF AGREEMENT AND DEFAULT

If the State defaults in any of the terms, provisions, covenants or agreements to be performed by it under this Agreement, the Seller may exercise any rights or remedies provided by law.

SECTION 12. CONDITION OF PROPERTY INSPECTIONS AND TESTING

The Seller will not conduct and/or pay for any expense for inspections, tests or services of the Property, including but not limited to: (1) land surveying, (2) testing, pumping, or removal of underground fuel storage tanks (if any), (3) termite inspection, (4) testing for asbestos, (5) testing for lead-based paint (6) domestic water quality test, (7) appraisals, and (8) environmental testing. If the State desires these services or inspections, they are to be performed at the State's expense and shall be of a visual, non-invasive nature, unless otherwise agreed upon by the Seller in Section 13, Right of Entry.

SECTION 13. RIGHT OF ENTRY

Purchaser will procure at Purchaser's sole cost and expense two (2) appraisals of the property. Seller shall cooperate with Purchaser's appraisal contractors and allow entry onto the Property upon sufficient notice from the Purchaser's appraisal contractors. Seller shall provide Purchaser's with necessary site and floor plans and other requested documentation such that a fair appraisal of the Property can be made.

SECTION 14. CLOSING

The consummation of the transactions contemplated in this Agreement (the "Closing"), shall take place at a date, time and place as agreed upon by the parties but shall occur no later than ninety (90) days from the date of execution of this Agreement by the BPW. The Purchaser reserves the right to extend the date of Closing for a reasonable amount of time if the Secretary of the Maryland Department of General Services deems the additional time is necessary.

SECTION 15. CLOSING COSTS

The State shall be solely responsible for the costs and expense in connection with acquisition and Closing, including but not limited to the following: (1) title search and Closing fees, (2) notary fees, (3) title insurance binders and premiums, (4) State or county transfer and recordation taxes and other costs imposed upon the recordation of the deed to the Property, and (5) any State incurred attorney fees, brokerage fees, commissions, or finder fee's.

SECTION 16. ADJUSTMENTS AS OF CLOSING

All ground rent and real estate taxes and personal property taxes for the then current year levied or assessed with respect to the Property shall be prorated on a daily basis and adjusted between

the parties as of the Closing. The Seller shall pay any and all such ground rent and taxes which are due for the current tax year at or prior to Closing.

The Seller shall have the meters for gas, water, electric and any other measured utilities read not more than five (5) working days before Closing. The Seller shall close any and all existing utility accounts serving the Property by Closing. The Seller shall take all necessary steps to insure that electrical service shall not be turned off to facilitate the uninterrupted working of the State's environmental equipment that is located at the Property. Sewer and other utilities shall be prorated on a daily basis and adjusted as of Closing. There shall be no adjustment for fuel left on-site.

Each metropolitan district, front-foot benefits, water or other charges levied or assessed against any and all of the Property by any public or quasi-public authority shall be apportioned on a per diem basis between the Seller and the State as of Closing, or, if applicable law shall otherwise provide, paid in accordance with that applicable law.

The provisions concerning taxes, assessments and utility charges set forth above shall not merge with or into and shall survive delivery of the deed at Closing.

SECTION 17. GENERAL PROVISIONS

17.1 Notice. – All notices to be given to the State shall be given in writing by depositing the same in the United States mail, postage prepaid, certified with return receipt requested and addressed to the State at the following address:

Maryland Department of General Services
Office of Real Estate
300 W. Preston Street, Room 601
Baltimore, Maryland 21201
Attention: Assistant Secretary

All notices to be given to the Seller shall be given in writing by depositing the same in the United States mail, postage prepaid, certified with return receipt requested and address to the Seller at the following address:

Notice sent in this manner shall be deemed to be delivered on the second business day after being sent.

17.2 Waiver – (a) No waiver by a party hereto of any provision hereof shall be or shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by a party of the same or any other provision hereof and (b) the parties agree that except for the matters specifically set forth in this Agreement, this Agreement is not a waiver of any rights or remedies they may respectively have under law.

17.3 BPW Approval – The Seller and State agree that this Agreement is not effective and shall not be binding on the parties hereto, until approved and executed by the BPW.

Notwithstanding any other provision herein to the contrary, the Seller shall have no right to institute any action or proceedings to compel (i) presentation of this writing to the BPW for approval or (ii) execution of this Agreement by the BPW.

17.4 Appropriations - Any condition or requirement in this Agreement for the State to pay money or to perform an obligation that requires the State to pay money to perform said obligation shall be subject to the availability of an appropriation for that purpose.

17.5 Recitals - The Recitals set forth in this Agreement are a substantive part of this Agreement.

17.6 (INTENTIONALLY LEFT BLANK)

17.7 Zoning - Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, will be the responsibility of the State and the Seller makes no representation in regard thereto.

17.8 Real Estate Broker - The State and the Seller represent and warrant that they have not used the services of any real estate broker, agent, or finder in connection with this Agreement

17.9 (INTENTIONALLY LEFT BLANK)

17.10 Date of This Agreement - The date of this Agreement shall be the date upon which it is approved and executed by BPW.

17.11 Severability - No determination by any court, governmental or administrative entity or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

17.12 Entire Agreement - This Agreement shall be binding upon the parties hereto and their respective personal representatives, successors and assigns. This Agreement contains the entire understanding between the parties hereto and there are no agreements, understandings, representations or warranties between the parties except as set forth in this Agreement. This Agreement can only be amended in writing and executed by both parties hereto.

17.13 Survival and Benefit - This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns, as permitted hereunder.

17.14 Governing Law - This Agreement shall be governed by the laws of the State of Maryland.

17.15 Captions - The headings and captions of this Agreement are for convenience and reference only and in no way define or limit the intent, rights or obligations of the parties hereto.

17.16 Outstanding Debts to the State - If the Seller shall be delinquent with any debts owed to the State, such debts shall be paid in full prior to Closing.

17.17 Gender – As used herein, all references made: (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively in the plural or singular number as well; (c) to any Article, Section, subsection, paragraph, subparagraph or clause shall unless therein expressly indicated to the contrary, be deemed to have been made to such Article, Section, subsection, paragraph, subparagraph or clause of this Agreement; and (d) to “Seller” or “State” shall be deemed to refer to each person hereinabove so named and its respective successors and assigns hereunder. Furthermore, words such as “herein”, “hereinafter”, “hereof”, “hereto”, “hereby”, “hereunder”, and “herein-below”, when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

[SIGNATURES BEGIN ON THE NEXT PAGE]

AS WITNESS, the hands and seals of the parties hereto:

WITNESS/ATTEST:

STATE OF MARYLAND, to the use of THE
MARYLAND DEPARTMENT OF THE
JUDICIARY ("Purchaser")

By: _____ (SEAL)

WITNESS/ATTEST:

_____ ("Seller")

By: _____ (SEAL)

Title: _____

AS WITNESS, the hands and seals of the parties hereto:

WITNESS:

STATE OF MARYLAND
BOARD OF PUBLIC WORKS

LAWRENCE J. HOGAN, JR., GOVERNOR

Date: _____

John T. Gontrum

DERECK E. EVANS, TREASURER

Date: _____

PETER FRANCHOT, COMPTROLLER

Date: _____

Approved by the Board of Public Works of the State of Maryland at a meeting held on the
__ day of __, 20 __, Item _____, DGS.

Approved as to form and legal sufficiency.

Assistant Attorney General

Date: _____

ATTACHMENT 6

COMAR 21.05.08.07

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, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or

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

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises

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

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the

sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

- (a) §7201, Attempt to Evade or Defeat Tax;
- (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
- (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
- (d) §7206, Fraud and False Statements, or
- (e) §7207, Fraudulent Returns, Statements, or Other Documents;

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

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

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

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

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

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

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

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

[Check one (✓)]

_____ 1. The undersigned certifies that, in accordance with State Finance & 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 & Procurement Article §17-702, Annotated Code of Maryland; and

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

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

Revised 3/2019