STATE OF MARYLAND

STATE HIGHWAY ADMINISTRATION
SHA

INVITATION FOR BIDS (IFB)

Replacement of Generator Transfer Switch

IFB NUMBER ATSSWI27SB

ISSUE DATE: NOVEMBER 9, 2026

A Prospective Bidder that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) https://procurement.maryland.gov should register on eMMA https://emma.maryland.gov/

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which the award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) Small Business Reserve Program are eligible for award of a contract. Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the GOSBA as a small business through eMMA. However, if small businesses do not show interest in this solicitation, the Procurement Officer has the right to remove the SBR designation via an Amendment on eMMA.

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

KEY INFORMATION SUMMARY SHEET (KISS)

Invitation for Bids	**Service** The scope of work requires the complete removal and disposal of the existing bypass ATS unit, factory-direct procurement of one (1) new Cummins BTPC Bypass Isolation Automatic Transfer Switch.
Solicitation Number:	ATTSSWI27SB
IFB Issue Date:	November 9, 2026
IFB Issuing Office:	The Maryland State Highway Administration Facilities Operation-Office of Maintenance Hanover MD. Complex
Procurement Officer: **Email:** **Phone Number:**	Michael Gilpin 7491 Connelley Dr. Hanover MD. 21076 mgilpin@mdot.maryland.gov 410-582-5509
Bids are to be sent to:	**Submit on emma.maryland.gov under Solicitation Number ATSSWI27SB.** **To submit a bid, bidders must first register on emma.maryland.gov. We recommend registering in advance to become acquainted with the site.**
Pre-Bid Conference:	**By appointment only**, at 7491 Connelley Drive Hanover MD 21076
Scheduled Site Visit	**By appointment only** Site Visit Location: 7491 Connelley Drive Hanover MD 21076 Building #1 Office of Maintenance
Questions Due Date and Time:	2 days prior to the bid opening of **November 12, 2026**
Bid Due (Closing) Date and Time:	**November 12, 2026** by 12 noon

Public Bid Opening Date, Time, and Location	**November 12, 2026** by 12 noon in eMMA Facilities Operations – Office of Maintenance – OOM Library. **12 noon Facilities Operators – Office of Maintenance**
MBE/DBE Subcontracting Goal:	An overall Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) subcontract participation goal of zero percent of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement.
VSBE Subcontracting Goal:	This solicitation includes a VSBE participation Goal of zero percent.
Procurement Method:	A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.
Multiple or Alternate Bids:	Multiple or alternate Bids will not be accepted.
Contract Type:	Fixed Price
Contract Duration:	6 months
Primary Place of Performance:	Maryland State Highway Administration Hanover MD Complex
SBR Designation:	Yes
Federal Funding:	No

1 Minimum Qualifications

1.1 Bidder Minimum Qualifications

The Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

The Contractor shall have no less than five years of technical experience in providing maintenance service to emergency generators. The Contractor shall have no less than two Certified Engine Mechanics with a minimum of three years of experience with diesel, natural gas, liquid propane, or gasoline generators, as necessitated by the fuel type of the generators being serviced. Mechanics shall have certification from a recognized engineering/mechanical training school (e.g., Caterpillar, Cummins, Detroit, Onan, Generac, Kohler).

The Contractor shall have no less than five years of technical experience in providing maintenance service for **automatic transfer switches**.

All bidders shall submit three references with their bid to provide proof of experience maintaining emergency generators. Evidence of maintenance work submitted for the purpose of proving experience with emergency generators must have been performed within the past three years. References shall include the name, address, telephone number, contact person, equipment type, equipment size, and duration of service provided. References may be checked prior to the award of the Contract. Any negative responses received may result in disqualification of the bid.

References shall be of work performed by the bidding contractor and not subcontractors or employees performing work as employees of other contractors.

No subcontractors allowed unless pre-approved by the Contract Manager.

The Contractor must be fully qualified to legally provide the services detailed in this Contract within the State of Maryland. All applicable Federal and State laws and regulations must be followed by all parties when performing work related to this Contract. This requirement includes, but is not limited to, the standards established by the MDE, EPA, UASCE, FCWA, MOSH, OSHA, NFPA, and other relevant governmental agencies. Proof of licensing and qualification shall be submitted prior to the award of the Contract.

The Bidder shall provide with its Bid "**Attachment E Reference Checks**" at least three references filled out.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

The scope of work requires the complete removal and disposal of the existing bypass ATS unit, factory-direct procurement of one (1) new Cummins BTPC Bypass Isolation Automatic Transfer Switch, mechanical installation within the existing switchgear lineup or standalone enclosure, all electrical wiring and feeder terminations, controller integration and programming, full functional testing and commissioning in coordination with facility operations, and delivery of a complete documentation package including as-built drawings, O&M manuals, and warranty registration.

SCOPE OF WORK

1. Removal and Disposal of Existing Bypass Automatic Transfer Switch: Safely de-energize, disconnect, and remove the existing bypass ATS from service. Dispose of or return the removed unit in accordance with applicable regulations and Client direction.

2. Supply and Delivery of New Cummins BTPC Bypass ATS: Procure and deliver one (1) new Cummins BTPC Bypass Isolation Automatic Transfer Switch per the current Cummins factory quotation.

3. Mechanical Installation of New Bypass ATS: Perform all mechanical installation work required to set, mount, and position the new bypass transfer switch within the existing switchgear lineup or standalone enclosure. Work includes equipment rigging, setting, and anchoring as required by site conditions and manufacturer specifications.

4. Electrical Terminations and Wiring Connections: Complete all electrical wiring and terminations connecting the new bypass ATS to the utility source feeder, generator feeder, and load distribution system. Work performed by licensed electricians in accordance with NEC and applicable local codes.

5. Integration and Programming of Transfer Switch Controller: Configure the Cummins microprocessor-based transfer switch controller, including setting of transfer/retransfer time delays, voltage and frequency pickup/dropout settings, exercise scheduling, and any required interface wiring to the generator control panel.

6. Functional Testing and Commissioning: Conduct a complete functional test and commissioning of the installed bypass ATS system, including simulated utility outage testing, automatic transfer and retransfer verification, bypass operation verification, and generator start/stop sequencing. Testing will be performed in coordination with facility operations personnel to minimize operational impact.

7. Documentation Package: Deliver a complete project documentation package to the Client upon project completion, including as-built drawings reflecting the final installed configuration, Operation & Maintenance (O&M) manuals for the Cummins BTPC transfer switch, and Cummins warranty registration documentation.

8. Post-Installation Startup Report: Prepare and deliver a written post-installation startup and commissioning report summarizing all test results, settings, and any field observations from the commissioning process.

This is a single award IFB. See IFB **Section 4.21 Bid Evaluation Criteria and Award Basis** for more Contract award information.

A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

2.2 Background and Purpose

The Maryland State Highway Administration's Office of Maintenance, located at 7491 Connelley Drive, Hanover, Maryland 21076, invites bids from contractors to provide work to replace existing unit with a new Bypass ATS unit and dispose of the old unit. The selected contractor must have the necessary license, tools, knowledge, and skills to perform the tasks outlined in the scope of work. It is required that the contractor properly use all safety-related equipment and personal protective gear. Furthermore, the contractor must comply with OSHA and MOSH safety protocols.

2.3 Contractor Responsibilities and Tasks

I. GENERAL

A. Project Requirements:

1. The Contractor shall have no less than five years of technical experience in providing maintenance service to emergency generators. .

2. Contractor shall be responsible for all administration, labor, and equipment required to complete the work of this Statement of Work:
3. Vendor shall adhere to all OSHA and MOSH required safety and Personal Protective Equipment directives and have this in place during the work period: (eye protection, respirators, etc.). More information on safety regulations can be found at http://www.dllr.md.gov/labor/mosh/.
   Vendors shall have employees covered by worker's compensation insurance and submit documentation for such coverage.as outlined in this IFB.

B. References: Work, and performance of work, shall conform to standards stated for maintaining and repairing Buildings and Building components in accordance with latest published requirements of the following standard setting agencies, organizations and associations:

1. BOCA: Building Officials & Code Administrators;
2. IBC: International Building Code;
3. NEC: National Electric Code;

C. Job Conditions: All work on this project shall conform to the IBC, Maryland Building Code, Local codes and regulations, and the Special Provisions included in this Invitation For Bid (IFB).

1. Coordinate and schedule all activities on site with the Facilities Maintenance Division (FMD) representative, or Project Manager;
2. Coordinate with all Contractors and building trades that may be working concurrently in a space.
    1) Not all project tasks may require meetings.

D. Safety and Protection:

1. All necessary precautions and care shall be used to prevent accidental fire:
    a. Furnish two fully charged and operable ABC fire extinguishers, readily visible within 25 feet of all operations at all times. THIS WILL BE STRICTLY ENFORCED.

2.4 Supplemental Category of Work Requirements and Responsibilities

Submittals with Bid:

Current Copy of the Maryland Business Licenses

Proof of Workman's Comp and Liability Insurance

At least three Business References with at least 6 months of standby generator/transfer switch work.

Current W9

3 Standard Terms and Conditions

3.1 Contract Initiation Requirements

Once all approvals have been obtained and the Contract is fully executed, the Procurement Officer may schedule a kickoff meeting to be held prior to commencement of Contract performance.

3.2 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner and shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

3.3 Invoicing

Submission of an invoice constitutes the Contractor's verification that the information in the invoice is accurate as of the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) will not be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

A. Contractor name and address;

B. Remittance address;

C. Federal taxpayer identification (FEIN) number, social security number, as appropriate;

D. Invoice period (i.e. time period during which services covered by invoice were performed);

E. Invoice date;

F. Invoice number;

G. State assigned Contract number;

H. State assigned (Blanket) Purchase Order number(s);

I. Goods or services provided;

J. Amount due; and

K. Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and labor hour or time and material items shall clearly identify each item as either fixed price, and labor hour, or time and material billing.

The State reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.1 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

A. For items of work for which there is one-time pricing (see **Attachment B** –The Price Form), those items shall be billed in the month following the acceptance of the work by the State.

B. Invoices for work performed on a labor hour or time and materials basis shall be submitted on or before the 10th business day of the month following the end of the invoice period.

3.3.2 Travel Reimbursement

Travel will not be reimbursed under this IFB.

3.4 Liquidated Damages

3.4.1 Problem Escalation Procedure

No later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier, the Contractor must provide, and thereafter, maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes and must include:

A. Contact information
B. The process for establishing the existence of a problem;
C. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
D. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
E. Expedited escalation procedures and any circumstances that would trigger expediting them;
F. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
G. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
H. A process for updating and notifying the Contract Monitor of any changes to the PEP.
I. The PEP must be updated within ten (10) Business Days after any change in circumstance which changes the PEP but not less than annually within ten (10) Business Days after the start of each Contract year .

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.5 Payments by Electronic Funds Transfer

By submitting a Bid in response to this solicitation, the Bidder, if selected for award:

Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. The successful Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

3.6 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract; Section 31 "Prompt Pay Requirements" Additional information is available on GOSBA's website at: http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf.

3.7 Conflict of Interest Affidavit and Disclosure

The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with its Bid. By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

3.8 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations website for Maryland Healthy Working Families Act Information: https://dllr.state.md.us/paidleave/.

3.9 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

Maryland's State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.10 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

3.10.1 The following type(s) of insurance and minimum amount(s) of coverage are required:

A. Commercial General Liability - One million dollars ($1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars ($3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.

B. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than. one million dollars ($1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

3.10.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.

3.10.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

3.10.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

3.10.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

3.10.6 No sub-contractors for this work unless approved by the Contract Monitor.

If approved by the contract monitor, the Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor Bid Submission Information and Instructions.

4 Bid Submission Information and Instructions

4.1 eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The IFB, Pre-Bid Conference (Conference)summary and attendance sheet, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

To receive a contract award, a vendor must be registered on eMMA. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.2 Electronic Means

The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means; any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy. Any e-mail transmission is only authorized to the email addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.3 Pre-Bid Conference

If a Conference will be held, the date, time, and location is indicated on the **Key Information Summary Sheet**. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend to facilitate better preparation of their Bids.

If there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. Reasonable efforts will be made to provide such special accommodation. If the Conference is in person, attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

4.4 Questions

All questions, including concerns, shall identify in the subject line the Solicitation Number and Title for this IFB and must be submitted in writing via e-mail or eMMA to the Procurement Officer no later than the date and time specified in the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.

4.4.1 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for IFB amendments and posted on eMMA.

4.4.2 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment to the solicitation in writing.

4.5 Bid Due (Closing) Date and Time

Bids must be received by the Procurement Officer no later than the Bid due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.02.10. Bids received after that date will not be considered. Requests for an extension of this date or time shall not be granted.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the **Key Information Summary Sheet** for receipt of Bids.

4.6 Receipt, Opening and Recording of Bids

Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for Bid opening. Before Bid opening, the State may not disclose the identity of any Bidder. Bids shall be opened publicly at the time, date and place designated in the Key Information Summary Sheet. The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of Bid opening.

4.7 Duration of Bids

Bids submitted in response to this IFB are irrevocable for the latest of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

4.8 Revisions to the IFB

4.8.1 All revisions to the IFB before the due date for Bids will be published in an addendum to the IFB and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It is the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.

4.8.2 Bidders shall acknowledge in the Bid the receipt of all addenda to this IFB issued before the Bid due date.

4.8.3 Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

4.9 Cancellations

4.9.1 This IFB may be cancelled as provided in COMAR 21.06.02.02

4.9.2 The State reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB and to waive or permit the cure of minor irregularities.

4.9.3 In the event a government entity proposes and receives the recommendation for award, this procurement may be canceled, and the award processed in accordance with COMAR 21.01.03.01.A(4).

4.9.4 If the services that are the subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the IFB may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.10 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or performing any other activities related to submitting a Bid in response to this solicitation.

4.11 Protest/Disputes

Any protest or claim related to this IFB, or the Contract award hereunder shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.12 Bidder Responsibilities

4.12.1 A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

4.12.2 If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g., insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

4.12.3 A parental guarantee of the performance of the Bidder under this section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder's experience and qualifications. Instead, the Bidder's responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.13 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the Bidder, if selected for award, is deemed to have accepted the terms and conditions of this IFB and the Contract, attached hereto as:

Sample-Short-form-Contract-for-Small-Procurements-fillable.pdf

Any questions or exceptions to this IFB or the Contract must be submitted by the "Questions Due Date and Time" prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

4.14 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the

Contract. By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.15 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit https://egov.maryland.gov/BusinessExpress/.

It is strongly recommended that any potential Bidder complete registration prior to the Bid due date and time. The Bidder's failure to complete registration with SDAT may disqualify an otherwise responsive successful Bidder from final consideration and recommendation for Contract award.

4.16 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

In connection with a procurement contract a person may not willfully:

A. Falsify, conceal, or suppress a material fact by any scheme or device.
B. Make a false or fraudulent statement or representation of a material fact; or
C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under this section. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five (5) years or both.

4.17 Confidentiality of Bids / Public Information Act Notice

The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers to contain confidential and/or proprietary commercial information or trade secrets, and provide justification for why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid.

For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure. Nondisclosure is permissible only if approved by the Office of the Attorney General.

4.18 Use of Bidder's Form Not Binding on State

The Bidder may not substitute, modify, or provide any other document in lieu of the documents provided with this Bid. Only those forms and documents provided with this solicitation and by the Procurement Officer will be considered acceptable as bid submission.

4.19 Attachments and Documents Required with the Bid (Table A)

A Bidder shall include the following Attachments with its Bid as a single Bid Package:

TABLE A - Attachments and Documents Required with the Bid	
Attachment	**Attachment Name**
A	**Bid/Proposal Affidavit** A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf
B	**The Price Form** (as specified within eMMA) **Do not alter this Price Form** or the Bid may be determined to be not responsive. The Price Form must be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form. (See **Appendix 2** for specific **Price Form Instructions**.)
C	**Conflict of Interest Affidavit and Disclosure** https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf *Note: If this solicitation will result in the "selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract" the Bidder shall provide this Affidavit and other times as requested by the Procurement Officer.*
D	**Mercury Affidavit** https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-J.-Mercury-Affidavit.pdf
E	**Reference Checks** **(Each reference shall be from a customer for whom the Bidder has provided goods or services within the most recent past five years)** https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-L.-Reference-Checks.pdf

Additional Required Documents with the Bid
Minimum Qualifications Documentation. The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in IFB Section 1. If references are required in IFB Section 1, those references shall be included in **Attachment E. Reference Checks**.
Acknowledgement of all addenda to this IFB.

4.20 Bid Delivery Instructions

Each Bidder shall submit its Bid Package as specified below.

Bids shall only be accepted via the State's internet-based electronic procurement system, eMMA. Bidders shall provide their Bids in one submission through eMMA following the Quick Reference Guides (QRG) labeled "**4 - eMMA QRG Responding to Solicitations (IFB)**" for single envelope submissions.

4.21 Bid Evaluation Criteria and Award Basis

The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.05.02.13. All Bids will be ranked from the lowest (most favorable) to the highest (least favorable) price based on the Total Bid Price as submitted in its Bid. A Contract shall be awarded to the responsible Bidder(s) submitting a responsive Bid with the most favorable Bid Price or most favorable evaluated Bid Price for providing the goods and services as specified in this IFB. The award for this solicitation will be made to the responsive and responsible Vendor with the lowest price, as determined by the Procurement Officer to be in the best interests of the State of Maryland.

Vendor shall submit a bid price based on product description (specification) and unit of measure specified on each line. Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the State Highway Administration following any approvals of the Contract required by law or regulation.

4.22 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

4.23 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

A. The Maryland resident business is a responsible Bidder.

B. The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations, is in another state.

C. The other state gives a preference to its resident businesses through law, policy, or practice; and

D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

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