

**Maryland
Transportation
Authority**

Martin O'Malley
Governor

Anthony Brown
Lt. Governor

Beverly K. Swaim-Staley
Chairman

Peter J. Basso
Rev. Dr. William C. Calhoun, Sr.
Mary Beyer Halsey
Louise P. Hoblitzell
Richard C. Mike Lewin
Isaac H. Marks, Sr., Esq.
Michael J. Whitson
Walter E. Woodford, Jr., P.E.

Ronald L. Freeland
Executive Secretary

Division of Procurement and
Statutory Program Compliance
2310 Broening Highway
Suite 160
Baltimore MD 21224
410-537-6769
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410-355-7024 (TTY)
1-866-713-1596

e-mail: mdta@mdtransportationauthority.com

www.mdtransportationauthority.com

April 21, 2010

TO ALL PURCHASERS OF CONTRACT DOCUMENTS:

RE: **Contract No. MA 2260-000-002**
NETA Electrical Testing
Electrical Equipment Serving Tunnel Machinery at Various
Facilities

ADDENDUM NO. 1

To Whom It May Concern:

It is important that you acknowledge receipt of this Addendum No. 1 on the referenced contract regardless if you will be bidding or not bidding.

Very truly yours,

Linda McGill, CPPB
Chief Procurement Officer

Enclosures

Contract No. MA 2260-000-002

This will acknowledge receipt of the attached Addendum No.1.

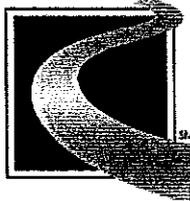
NAME OF COMPANY

SIGNATURE

DATE

THIS SIGNED ADDENDUM ACKNOWLEDGEMENT PAGE SHALL BE RETURNED TO THIS OFFICE VIA FAX AT 410-537-7801, ATTENTION: MAGGIE JOHNSON PRIOR TO THE BID OPENING DATE.

IN ADDITION, THIS SIGNED ADDENDUM ACKNOWLEDGEMENT PAGE MUST BE ATTACHED TO THE OUTSIDE COVER OF THE BID BOOK. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID.



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April 21, 2010

TO ALL PURCHASER'S OF CONTRACT DOCUMENTS

ADDENDUM NO. 1

RE: Contract No. MA 2260-000-002
NETA Electrical Testing
Electrical Equipment Serving Tunnel Machinery at Various
Facilities

To Whom It May Concern:

A. The following changes have been made to the Invitation for Bids book:

- Delete pages 011, 016, 022, 023, 024, 025, 026, 027, 028 and 029 and replace with pages numbered the same dated April 21, 2010, Addendum # 1.
- Missing page requested from contractors – insert with page number 104a the same dated April 21, 2010, Addendum#1.

The Bid Due Date for the above referenced contract is still scheduled for **May 4, 2010** by 12:00 Noon.

Very truly yours,

Linda D. McGill, CPPB
Chief Procurement Officer

LM/

THIS ADDENDUM SIGNED ACKNOWLEDGEMENT PAGE MUST BE ATTACHED TO THE OUTSIDE COVER OF THE BID BOOK. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID.

Pre-bid Meeting Minutes

Contract No. MA 2260-000-002
NETA Electrical Testing
Electrical Equipment Servicing Tunnel
Machinery at Various Facilities
Baltimore Harbor Tunnel
Baltimore City

April 13, 2010 (10:00 A.M.)

The following were in attendance:

		<u>Phone Number</u>	<u>Fax Number</u>
Alisha Wright	MDTA Procurement	410-537-7812	410-537-7801
Ben Mondell	MDTA Procurement	410-537-7811	410-537-7801
Linda McGill	MDTA procurement	410-537-7814	410-537-7801
Kataw Say	MDTA Engineering	410-537-7853	410-537-7801
Vince Biondino	Harford Electrical Testing	410-679-4477	410-679-0800
Tom Jubb	MET Electrical Testing	410-247-3300 x 245 443-677-0636	410-247-0900
Lee Henning	High Voltage Maintenance Emerson Co.	410-309-5970	301-395-8023

Ms. Wright opened the meeting with the following notes:

This is the Pre-bid for MA-2260-000-002: NETA ELECTRICAL TESTING, ELECTRICAL EQUIPMENT SERVICING TUNNEL MACHINERY - VARIOUS FACILITIES (BALTIMORE HARBOR TUNNEL EAST & WEST VENT BUILDING) BALTIMORE HARBOR TUNNEL

This project is located at the Baltimore Harbor Tunnel (BHT) facilities in Baltimore City.

The scope of work for this project is requiring a licensed contractor to provide system testing and inspection services of several pieces of large electrical equipment in use at the Baltimore Harbor Tunnel (BHT) East and West Ventilation Buildings.

Site Visits: If you are interested in a site visit, you need to contact Mr. Jeff Robson – (410) 537-1274.

The contract time for this contract is **Ninety (90) days with liquidated damages of \$800.00** assessed per calendar day for unauthorized extensions beyond the contracted time of completion.

1. The bid due date is **Tuesday, May 4, 2010 by 12p.m.** Bid packages must be placed in the bid box located on the first floor of the Engineering Building at the Francis Scott Key Bridge,

300 Authority Drive, Baltimore, MD 21222 and must consist of one complete bid book and all the required documents. Late bids will not be accepted.

2. The Authority does not encourage overnight delivery service. However, If you choose to send your package overnight, the bid should be delivered at least a day in advance to the **Maryland Transportation Authority; Office of Procurement & Statutory Program Compliance; 300 Authority Drive; 1st Floor; Baltimore, MD 21222**. It will be the responsibility of the Contractor to make sure that his/her bid package is placed in the bid box. The outside of the mailed package must clearly identify the Contract Number and mention that it is a bid package.
3. The minutes from this meeting will be included in Addendum #1 and distributed to all purchasers of the bid documents. The anticipated date for Addendum # 1 is **Tuesday, April 27, 2010**.
4. Please make sure you fill out the Schedule of Prices accurately and completely. Not doing so may render your bid as non-responsive.
5. I strongly recommend that you review page 1 The Notice to bidders of this invitation to bids prior to submitting your bid on this project.
6. Following this meeting, all questions should be in writing, addressed to the **Project Manager Mr. Kataw Say** and sent via fax to 410-537-7801. The Authority will accept written questions until **4pm on Tuesday April 20, 2010**. Answers to questions will be distributed to all purchasers of bid documents.
7. There is no MBE goal for this project.

The meeting was then opened to questions and comments concerning the project. The following questions were discussed and responses provided:

Question 1: On page 053, what is mean by the contractor is permitted to test ONLY one (1) testing group at a time?

Response: Refer to Page 054 and 055 for the identification of testing groups. Only one group at a time can be tested.

Question 2: On page 054, can you explain while testing Tie C/B -- 3000A, "Feeder 3" & "Feeder 4" must be alive and active. No outage of Fans.

Response: The Tie breaker must be disconnected and tested in such away that the Feeders must remain active and no outage of Fans.

Question 3: How many wires do we need to test?

Response: Refer to section 889.01.02; In the Baltimore Harbor Tunnel (BHT), all 4 sets of cross connecting 13KV feeder cables shall be tested. Each cable set consists of 3 wires, one for each phase. All three wires of each cable set shall be tested.

Question 4: SP 1-12 ESTIMATED QUANTITIES, can you explain "The quantities for these items may be increased or decreased without any adjustment to the Contract Unit Price for the item(s) or without negotiation."

Response: Deleted SP 1-12 ESTIMATED QUANTITIES, see addendum#1. This special provision refers to the estimated quantities on the Schedule of Prices. This section has no meaning for a lump sum item.

Question 5: What is the normal business working hours of the Baltimore Harbor Tunnel (BHT)?

Response: See Addendum#1, SP 1-5 WORK HOUR

Question 6: Have Authority done the NETA electrical testing before? If yes, how many time and when?

Response: Testing has been done on an as-needed basis in the past. The BHT gear was rehabilitated as a result. This is the Authority's first contract intended to implement regular periodic testing of the gear (every two years).

Question 7: NETA MTS 2007 Maintenance Testing Specifications: Please clarify for all optional tests.

Response: See Page 049. "Include all optional tests"

As there were no additional questions, the meeting was adjourned.



Approved



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If the Subcontractor does not receive payment within the required ten (10) days, the Subcontractor shall notify the Project Engineer in writing of the amount in dispute including the item numbers and payment quantity for each. The Project Engineer will then notify the Chief of Construction of the dispute. The Chief of Construction or his representative will verbally contact the prime Contractor within 48 hours to ascertain whether or not a performance dispute exists which necessitates non-payment to the Subcontractor. If a performance dispute exists, the prime Contractor must demonstrate that there is a valid basis to withhold payment from the Subcontractor. If the prime Contractor withholds payment from a Subcontractor, the prime Contractor shall provide to the Subcontractor written notice of the withholding of payment. The notice shall detail the reasons for withholding payment as well as the amount. A copy of the notice shall be provided to the Surety and the Authority. If no valid dispute exists, the prime Contractor will be directed to make immediate payment to the Subcontractor. The Subcontractor will be responsible for notifying the Chief of Construction if this payment is not made. Upon receipt of notification, the Chief of Construction will schedule a meeting with the Contractor and Subcontractor to verify and discuss the non-payment issue. This meeting will be held at the Authority's offices within two (2) working days of the Authority's contact with the Subcontractor. If it is determined that the prime Contractor has withheld payment to the Subcontractor without cause, further progress payments to the prime Contractor will be withheld until the Subcontractor is paid. In addition, the Authority may order a suspension of work or other administrative actions as it sees fit.

If an action is taken as stated above the Contractor shall notify the Authority's Project Engineer when payment is made. After the Authority's Project Engineer verifies that payment has been made to the Subcontractor the Authority shall release withheld progress payments.

Nothing in this Special Provision shall be construed to prevent the Subcontractor from pursuing a claim with the surety under the prime Contractor's payment bond at any time.

SP 1-5 WORK HOURS

Refer to Technical Section, "Restriction Schedule" for equipments testing and inspection. Work shall be generally performed inside the existing buildings during normal business working hours of 7:30 a.m. to 4:00 p.m., Monday through Friday, except as authorized by the owner.

The Contractor shall cooperate with any other Contractors that are on site during the term of the project, as stated in GP-5.06 of the Standard Specifications.



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Requests for hardhat and rearview mirror decals shall be made to the Construction Section before the beginning of construction and should include the number required of each type of decal.

All costs associated with identification cards will not be paid for separately and shall be incorporated under other items of payment in the Contract.



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**GENERAL PROVISIONS
GP SECTION 4
SCOPE OF WORK**

GP-4.10 WARRANTY OF CONSTRUCTION

GP-4.10 of the Standard Specifications is revised to read as follows:

Delete: The first paragraph in its entirety.

Insert: The following:

The Warranty as defined under paragraphs (a) through (g) in GP 4.10 "Warranty of Construction" shall apply to this Maryland Transportation Authority Contract unless specified elsewhere in this Invitation for Bids.



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**GENERAL PROVISIONS
GP SECTION 5
CONTROL OF WORK**

GP-5.12 FAILURE TO MAINTAIN ENTIRE PROJECT

Delete Section GP-5.12 in its entirety

Insert: Revise the paragraph to read as follows:

Failure on the part of the Contractor, at any time, to comply with the provisions of GP 5.11 above, will result in the procurement officer's immediately notifying the Contractor to comply with the required maintenance provisions. In the event that the Contractor fails to COMPLETE CORRECTIONS SO AS TO CONFORM TO THE PROVISIONS OF GP 5.11 within four (4) hours of receipt of such notice, the procurement officer MAY NOTIFY THE CONTRACTOR TO SUSPEND ALL OTHER WORK ON THE CONTRACT UNTIL SUCH TIME AS THE UNSATISFACTORY MAINTENANCE IS CORRECTED. In the event that the Contractor fails to COMPLY WITH GP 5.11 within four (4) hours after receipt of such notice, the procurement officer will immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from monies due the Contractor ON THE NEXT MONTHLY ESTIMATE.



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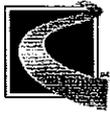
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**GENERAL PROVISIONS
GP SECTION 9
PAYMENT**

GP-9.05 LATE PAYMENTS

ADD the following:

- (e) Payments will be made within thirty (30) days of the date when the Contract amount becomes due and payable or the date of receipt of a proper invoice, whichever is later. The State's failure to remit payment within forty-five (45) days from that date may entitle the Contractor to interest at the rate of 9 percent per annum beginning on the 31st day.



**TERMS AND CONDITIONS
TC SECTION 4
CONTROL OF WORK**

TC 4.01 – SHOP PLANS AND WORKING DRAWINGS

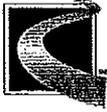
DELETE SECTION (a) IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING

ADD:

- (a) General. The Plans will be supplemented by working drawings, catalog cuts, schematics, material data, installation plans and manuals, user manuals, and other data necessary to demonstrate to the Engineer adequate control of the work, proper installation and handling, conformance to the specifications, and that the proposed materials and equipment is suitable for the intended use. All authorized alterations affecting the requirements and information given on the working drawings shall be in writing to the Engineer. Any deviations from the Specifications, Special Provisions, or Plans shall be clearly highlighted and explained. When reference is made to the working drawings, the interpretation shall be the working drawings as affected by all authorized alterations then in effect. When reference is made to the working drawings, the interpretation shall be that working drawings include working drawings, catalog cuts, schematics, material data, installation plans and manuals, user manuals, and other data necessary to demonstrate to the Engineer adequate control of the work, proper installation and handling, conformance to the specifications, and that the proposed material or equipment is suitable for the intended use.

Working drawings will show details of all structures, lines, grades, typical cross section of roadway, general cross sections, location and designation of all units and elements. Cabinet drawings shall be to-scale showing the location of all equipment proposed to be mounted within the cabinet. One-line diagrams and schematics shall be provided for equipment cabinets showing the interconnection of all devices located therein. Equipment layouts shall include rack-level elevation views as well as floor plans for all equipment racks. All working drawings, regardless if submitted as specified or submitted as equal substitutes, shall be furnished with complete, specific, detailed information from the manufacturer or supplier for the material or equipment the Contractor proposes to furnish, in which the requirements of the Specifications and Special Provisions shall be clearly shown to be met.

When any article is specified by trade name of manufacturer with or without the clause "or equal," it is intended to establish the quality of the article. If the Contractor proposes to use material or equipment of another manufacturer as an "or equal" to the material or



equipment specified, all working drawings shall conform to the following requirements, conditions, and procedures:

1. Substitution of equipment or materials other than those specified will be considered, providing, in the opinion of the Engineer, such equipment or material is equal to, or better than specified. The decision of the Engineer with respect to approval or disapproval of any material or equipment proposed to be substituted as an "or equal" is final. The Contractor shall have no claim of any sort by reason of such decision.
2. If the Contractor proposes to substitute materials or equipment as "or equal" to those specified, it shall be his responsibility to furnish, in addition to the information discussed above, a point by point comparison of the material or equipment specified under the Contract and that proposed to be substituted. The burden of responsibility in furnishing this information is with the Contractor.
3. If the substitute material or equipment requires any re-design or affects other aspects of the project, the Contractor shall be responsible to provide such re-design including details and to adjust elements as necessary to achieve the re-design at no additional cost to the Administration. Cost saving re-designs will be considered under the value engineering specifications.

If incomplete or irrelevant data is submitted as evidence of compliance with Specifications, Special Provisions, or Plans, the data will be returned and the request for approval of working drawings will be denied.

The Contractor shall provide, at no additional cost to the Administration, all required working drawings and shall have them adequately checked, after which they shall be submitted to the Engineer for review. The Engineer may reject working drawings and return them for revisions, in which case the Contractor shall submit revised working drawings as required. No items involving working drawings shall be incorporated into the work until working drawings have been accepted by the Engineer, however, acceptance shall not relieve the Contractor of any responsibility in connection with the working drawings.

The working drawings shall be prepared on sheets no smaller than 8.5" x 11" and no larger than 22" x 36". The sheet size and scale of the drawings shall be appropriate for the work depicted.

All working drawings shall be submitted by the Contractor, no working drawings submitted directly by subcontractors, fabricators, suppliers, etc. shall be accepted. Acceptance of a material source or equipment source by the Engineer or Administration



shall NOT constitute approval of the material or equipment nor approval of the materials or equipment as a substitute or an "equal" product.

ADD:

- (c) The working drawings shall be submitted electronically as files (FAXES are NOT acceptable). Electronic submission may be made via email for small submissions. Email is the preferred submission method. The email submissions shall be made to the email addresses provided by the Administration upon notice to proceed of the project and shall include ksay@mdta.state.md.us. Where electronic submittals are larger than email can support (currently about 8MB), the submission may be made using one or more of the following alternatives:
1. Posted on a contractor supported FTP server, or other via another service that may be accessed by the administration as long as an email notice is made with the 'cover' sheet.
 2. Copied onto a CD, DVD, or other supported data media and submitted to the Administration via standard mail. At least five (5) copies of the media shall be provided for in-house distribution. The address to mail such media transfers is:

Maryland Transportation Authority
Engineering Division
300 Authority Drive
Baltimore, MD 21222
ATTN: Kataw Say

ADD:

- (d) Electronic Submittal Format. All electronic submittals shall be in a format readable by the Administration. The submittals shall be in Adobe portable document format (PDF) compatible with version 6.0 of Adobe Acrobat.

Each submittal shall be a single file. Multi-file submittals shall not be accepted.

The first page of each submittal shall be a cover page. The cover page must be in the 8.5 x 11" sheet format. The cover page must include:

1. Contract number.
2. Contract title.
3. Submittal Number. For each project (Contract), a sequential number starting with number 1 shall be used. Where a submittal is rejected, or otherwise require



resubmittal or replacement, the Submittal number shall be appended with an "R" followed by the revision number.

4. The Contractor's name, mailing address, contact phone number, contact email address.
5. The relevant line items in the contract that the submittal is associated with.
6. A brief description of the materials or data represented in the submittal package.
7. The date of the submittal.
8. The manufacturer's name, web site address, mailing address, and contact phone number, if applicable.
9. The vendor's or reseller's name, web site address, mailing address, and contact phone number if applicable.
10. The cover page must contain a 6" x 3" blank space where engineering stamps may be placed (electronically) without covering data in the page.

The electronic file must not be secured. The review process for electronic submittals will place electronic stamps and may include electronic comments in the electronic submittals by the Contractor. Any security or compatibility problems that prevent the use of the electronic stamps or electronic commenting will render the submittal unacceptable. The returned file may be secured to prevent accidental changes.

ADD:

- (e) File Naming Conventions and rules. It is necessary and required that file naming conventions and rules be followed to lend to organization and reduce confusion regarding the electronic submissions. Submittals that do not follow the file naming conventions described herein will be rejected without review. Strict adherence to the file naming rules is required. The file names for electronic submissions shall follow these rules:
 1. The first six characters must be the first six characters of the contract number. For example, for contract MA2260-000-006, the first six characters of the file name must be MA2260.
 2. The seventh character must be a dash.
 3. The eighth through tenth characters shall be the text "SUB," which is short for submittal. Which is used to indicate that the file is a submittal from a Contractor.



4. The eleventh character must be a dash.
5. The twelfth through fourteenth characters must be the submittal number, e.g., 001.
6. In the event of a re-submittal, the 15th character will be an R followed by the re-submittal number.
7. The remaining filename characters may be any short descriptive characters that may be useful to identify the nature of the submittal (fewer than 40 additional characters).
8. Examples of filenames:
 - i. MA2260-SUB-001-Conduit.pdf
 - ii. MA2260-SUB-001R2-Conduit.pdf
 - iii. MA2260-SUB-015-Fiber Optic Cable.pdf
9. After the submittal has been reviewed, the text 'SUB' will be replaced by the text 'TRN' by the administration and the electronic file with electronic stamps and possibly containing electronic comments will be returned to the contractor via email, CD, DVD, or similar electronic file transfer.

ADD:

- (f) Upon completion of the project, all electronic files that have been transmitted to the Contractor (TRN's) shall be transferred to CD's, DVD's or other media by the Contractor and provided to the Administration along with as-built data. Data provided shall include any original files in original format, used to generate the PDF submittals, these may include CADD, Visio, Word, Excel, MathCad, Access/DataBase, HTML, JPG/Pictures, Power point, or any other format that may have been used as the originating document. Provide three (3) copies of all media.

ADD:

- (g) Requests for Information (RFI) shall be submitted by the contractor in electronic format PDF. A sample blank RFI form can be supplied by the Authority. Each RFI shall consist of a single question or set of questions closely related to a single issue. Each RFI shall be uniquely numbered starting with RFI#001, then RFI#002, RFI#003, etc... Numbering shall be sequential to aid in the identification of missing or lost RFI's. (RFI and submittals are not on the same numbering system so there will be an RFI#1 as well as Submittal#1.)



Each RFI shall identify:

1. The Contract number.
2. The Contract title.
3. RFI Number.
4. The Contractor's name, mailing address, contact phone number, contact email address.
5. The relevant line items in the Contract that the RFI is associated with. The relevant plan sheet numbers, specification page numbers, or other reference documents that the RFI is associated with.
6. Any relevant facts, figures, issues that impact the RFI.
7. The question to be answered.
8. The date of the RFI.

Allow up to 20 business days for response to RFIs. If particular RFI's require action sooner to prevent delays or impacts, identify such RFI's; however answers cannot be guaranteed any faster. Submit RFI's using the same process identified in (c) above.

Filename convention for RFI's shall be as follows:

1. The first six characters must be the first six characters of the contract number. For example, for contract MA2260-000-002, the first six characters of the file name must be MA2260.
2. The seventh character must be a dash.
3. The eight through tenth characters shall be the text "RFI," which is short for Request For Information. Which is used to indicate that the file is a Request For Information from a Contractor.
4. The eleventh character must be a dash.
5. The twelve through fourteenth characters must be the RFI# number, e.g., 001.
6. The Fifteenth character shall be a dash.



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7. The Sixteenth character shall begin a short description of the RFI. (E.g.: Question about wire colors)

The answered RFI will be returned with the 'RFI' text changed to 'ANS' to indicate that an answer is provided.



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M. 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 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 salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. REPEALED.

O. 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 is Affidavit is subject to applicable laws of the United States and 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.

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

FURTHER, 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.

This bid form shall be filled out legibly in ink or typed. The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not assigned by the President as aforesaid, there must be