REV. 2/10

Pur001

REQUEST FOR QUOTATION

MARYLAND TRANSIT ADMINISTRATION
PURCHASING DEPARTMENT
1331 S. MONROE STREET
BALTIMORE, MARYLAND 21230-1713

QUOTATION REQUEST NUMBER
092811-PX

AGENCY CODE	BUYER	TELEPHONE	REQUEST DATE	THIS QUOTATION MUST BE RETURNED BY 2:00 P.M. ON DATE AT RIGHT TO THE ABOVE ADDRESS	DUE DATE OF QUOTATION
29-08-01-02	PATRICIA TALLEY	410-454-7884	09/06/11		09/28/11

INSTRUCTIONS:

1. QUOTATION TO INCLUDE DELIVERY OF FOLLOWING ITEMS F.O.B. DESTINATION, INCLUSIVE OF ALL CHARGES, I.E. PLATFORM OR DOORWAY TO SHIP TO ADDRESS INDICATED:
   ☐ 1331 S. MONROE ST., BALTIMORE, MD. 21230 ☐ 5801 WABASH AVE., BALTIMORE, MD. 21215 ☐ 344 W. NORTH AVE., BALTIMORE, MD. 21217
   ☐ OTHER _____
2. STATE FIRM DELIVERY AFTER RECEIPT OF ORDER _____ WEEKS. FAILURE TO INSERT DELIVERY INFORMATION MAY RESULT IN DISQUALIFICATION OF YOUR QUOTATION.
3. QUOTATIONS MUST BE SUBMITTED ON THIS FORM. EQUIVALENT ITEMS SHALL BE CONSIDERED BUT ONLY IF ACCOMPANIED BY SPECIFICATIONS AND/OR DESCRIPTIVE LITERATURE.
4. VENDOR MUST COMPLETE AND SIGN, IN INK, THE QUOTATION ON THE REVERSE SIDE.
5. PRICES QUOTED SHALL BE VALID FOR A MINIMUM OF NINETY DAYS UNLESS OTHERWISE NOTED _____
6. THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE REGULATIONS AND THE PURCHASING DEPARTMENT GENERAL RULES AND REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION.

3408 DESCRIPTION	QUANTITY	UNIT	QUOTE NET UNIT PRICE
NOT A PURCHASE ORDER			

NOTE: TWO (2) YEAR CONTRACT WITH (3) THREE-1 YEAR OPTIONS TO RENEW.

FOR NEOPLAN BUS PARTS PER ATTACHED LISTING.

Award will be made by blanket purchase order for a 12 month period.
Quantity is estimated annual usage and may be adjusted without penalty.
Releases will be made as required and confirmed in writing.
Prices will be made firm for a minimum of 12 months.
Deliveries not made within quoted lead time will be cause for purchase order cancellation at the discretion of the MTA.

SMALL BUSINESS PREFERENCE 5%
Award will be made in whole or in part whichever is most advantageous to the Maryland Transit Administration and the State of Maryland.

MINORITY BUSINESSES ARE ENCOURAGED TO PARTICIPATE.

Request for Quotation

INSTRUCTIONS:

1. QUOTATIONS SHALL INCLUDE DELIVERY OF FOLLOWING ITEMS F.O.B. DESTINATION, INCLUSIVE OF ALL CHARGES, I.E. PLATFORM OR DOORWAY OF SHIP-TO ADDRESS INDICATED.

2. PROVIDE MAXIMUM LEAD TIME (TIME BETWEEN RECEIPT OF PO AND DELIVERY), IN DAYS, FOR EACH ITEM QUOTED. FAILURE TO INSERT DELIVERY INFORMATION MAY RESULT IN DISQUALIFICATION OF QUOTATION.

3. QUOTATIONS MUST BE SUBMITTED ON THIS FORM.

4. EQUIVALENT ITEMS REQUIRE MTA APPROVAL PRIOR TO AWARD. THESE ITEMS MUST BE IDENTIFIED ON RFQ AND ACCOMPANIED BY SPECIFICATIONS AND DESCRIPTIVE LITERATURE FOR MTA EVALUATION.

5. VENDOR MUST COMPLETE AND SIGN, IN INK, THE QUOTATION

6. PRICES QUOTED SHALL BE VALID FOR A MINIMUM OF NINETY DAYS UNLESS OTHERWISE NOTED:_____

7. VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE REGULATIONS AND THE PURCHASING DEPARTMENT RULES AND REGULATIONS IN EFFECT AT TIME OF SUBMISSION.

8. ANY CHANGE OF THE VENDOR PART NUMBER, AS IT IS LISTED ON THE RFQ, MUST BE IDENTIFIED BY CIRCLING THE NUMBER ON THE RFQ AND COMPLETING THE ATTACHED "PART NUMBER VERIFICATION REQUEST". THE PART NUMBER VERIFICATION REQUEST FORM MUST BE COMPLETED IN FULL AND SUBMITTED WITH THE RFQ FOR ANY CHANGE IN PART NUMBERS.

SOLICITATION REQUIREMENTS

Award to be made on the basis of the lowest evaluated bid price based on a combination of the unit price, delivery, and quality rating of commodity. In addition, all items are subject to the Small Business set-aside when applicable.

Financial Disclosure by Persons Doing Business with the State

Vendors and Contractors providing materials, equipment, supplies or services to the State of Maryland herewith agree to comply with State Finance and Procurement Article, Sect. 13-221 of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate $100,000 or more during a calendar year shall, within 30 days of the time when the $100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

Request for Quotation

Quotation must be returned by 2:00 pm on **28-Sep-2011** to address below

RFQ # 3408 **Request Date:** 12-MAY-2011

Requesting Quote From

Return To: **MARYLAND TRANSIT ADMINISTRATION**
PURCHASING DEPARTMENT
1331 S. MONROE STREET
BALTIMORE, MARYLAND 21230-1713
Fax: 410-454-7892

Buyer: Pat Talley
Phone: 410-454-7884
Email: ptalley@mtamaryland.com

Ship To:

Contact:
Phone:

NOT A PURCHASE ORDER

Item #	OEM #	OPM #	Vendor #	QTY	Order Unit	Required Date	Lead Time	Vendor Quantity	Vendor Unit	Quote Net Unit Price
1 B93-00003	CQ1505512			4.00	EA					
BREAKER-CIRCUIT,20 AMP	NEOPLAN SLF									
2 B93-00004	AB1505016			20.00	EA					
TERM-BLOCK 2 POS	NEOPLAN SLF									
3 B93-00005	AA1505034			14.00	EA					
TERM-BLOCK THRU 1 POSITION	NEOPLAN SLF									
4 B93-00006	ZS1516369			8.00	EA					
BRACKET-CIRCUIT BREAKER,TWO 30 AMP	NEOPLAN SLF									
5 B93-00007	PD1516184			12.00	EA					
BRACKET-TOGGLE SWITCH	NEOPLAN SLF									
6 B93-00010	RJ1517018			2.00	EA					
DETECTOR-FIRE ASM	NEOPLAN SLF									
7 B93-00011	RJ1512013			1.00	EA					
THERMOSTAT-SNAP DISC 08-01 350 DEG	NEOPLAN SLF									
8 B93-00012	PN1505057-002			3.00	EA					
LID-REAR J-BOX	NEOPLAN SLF									
9 B93-00013	QS1505057-003			1.00	EA					
PANEL-REAR J-BOX	NEOPLAN SLF									
10 B93-00017	OJ1516184			12.00	EA					
BRACKET-TOGGLE SWITCH	NEOPLAN SLF									
11 B93-00018	OJ1516207			6.00	EA					
BRACKET-LIGHT	NEOPLAN SLF									
12 B93-00019	QM1512009			30.00	EA					
ALARM-BACKUP,TYPE C 97DD,12V	NEOPLAN SLF									
13 B93-00022	AA5005039			30.00	EA					
BULB-INCAD 24V 18W	NEOPLAN SLF									

14	B93-00024	RJ1503099	10.00	EA
	SPOT-LAMP NEOPLAN SLF			
15	B93-00028	RJ1502112	1.00	EA
	GASKET-15 SERIES LAMP NEOPLAN SLF			
16	B93-00033	LN1503025	4.00	EA
	LIGHT-DIRECTIONAL,FRONT,CURBSIDE NEOPLAN SLF			
17	B93-00036	AA5011202	1.00	EA
	FUSE-150 AMP NEOPLAN SLF			
18	B93-00039	RJ2010024	1.00	EA
	SIGNAL-ALARM BELL EDWARDS NEOPLAN SLF			
19	B93-00040	QT1505089	1.00	EA
	SWITCH BOX ASM NEOPLAN SLF			
20	B93-00041	RJ1502091	3.00	EA
	MODULE-GATEWAY,24 OUTPUT,G2 NEOPLAN SLF			
21	B93-00045	RJ1601034	1.00	EA
	CABLE-MIC,AUX XLR NEOPLAN SLF			
22	B93-00052	RJ1905071	36.00	EA
	KEYPAD-REMOTE,SWITCH CTRL, C/S NEOPLAN SLF			
23	B93-00053	RJ1603002	1.00	EA
	BASE ASM-RADIO BOX NEOPLAN SLF			
24	B93-00054	AA2010024	12.00	EA
	ALARM-BUZZER NEOPLAN SLF			
25	B93-00057	BD1513133-001	1.00	EA
	PLATE-STOP REQUEST BACK-UP NEOPLAN SLF			
26	B93-00058	OJ1503028-001	1.00	EA
	LENS NEOPLAN SLF			
27	B93-00060	AA5052461	24.00	EA
	LIGHT-LED,INDICATOR,GREEN,12V NEOPLAN SLF			
28	B93-00061	AA5011554	1.00	EA
	SWITCH-CHIME NEOPLAN SLF			
29	B93-00063	LG1516540	6.00	EA
	BRACKET-BOOST FAN NEOPLAN SLF			
30	B93-00064	RB1503028	40.00	EA
	LIGHT-INTERIOR,UTILITY NEOPLAN SLF			
31	B93-00065	OJ1516572	1.00	EA
	BRACKET-BATTERY BOX LIGHT NEOPLAN SLF			
32	B93-00066	AA5052173-001	4.00	EA
	BUSS BARR-GROUND 8" NEOPLAN SLF			
33	B93-00080	QJ1502051 T2-32LED-R7-NE	18.00	EA
	MODULE-3 32 LED G2 NEOPLAN SLF			
34	B93-00081	QQ1502036	1.00	EA
	MODULE-MAIN BUS CONTROLLER,PMS G2A NEOPLAN SLF See B93-00081-X			
35	B93-00093	QD1502102	4.00	EA

	KEY-ID,D3-74 NEOPLAN SLF			
36	B93-00095 RJ1516689 MODULE-RISER ATS NEOPLAN SLF	1.00	EA	
37	B93-00096 OJ1516273 BRACKET-LIGHT MT NEOPLAN SLF	1.00	EA	
38	B93-00098 RJ1512013 DISC-THERMOSTAT SNAP 08-01 350 DEG NEOPLAN SLF	5.00	EA	
39	B93-00102 RJ1502017 ASSEMBLY-PANEL SWITCH NEOPLAN SLF	6.00	EA	
40	B93-00121 RC2006057 CABLE-EXTENSION 12' NEOPLAN SLF	1.00	EA	
41	B93-00122 RC2006054 CABLE-EXTENSION 28' NEOPLAN SLF	1.00	EA	
42	B93-00123 RC2006052 POWER CABLE ASM-3' NEOPLAN SLF	1.00	EA	
43	B93-00124 RC2006051 CABLE ASM-F/S TO ODK 22' NEOPLAN SLF	1.00	EA	
44	B94-00004 OJ0700001-040 RACE-BEARING NEOPLAN SLF & 06 NEW FLYER HED	30.00	EA	
45	B94-00005 OJ0700000-021 BEARING KIT ASM NEOPLAN SLF	1.00	EA	
46	B96-00001 QL1805005 DEFROSTER-SGM H5457 NEOPLAN SLF	1.00	EA	
47	B96-00002 QL1805005-001 DEFROSTER-DIFFUSER NEOPLAN SLF	1.00	EA	
48	B96-00003 QL1805005-005 HEATER CORE,FRONT NEOPLAN SLF	1.00	EA	
49	B96-00004 QD1805001 HEATER-UNDERSEAT SGM W/BACK PLATE NEOPLAN SLF	4.00	EA	
50	B97-00006 QJ2010118 PLATE-SKID,FRONT,NEOPLAN SLF	1.00	EA	
51	B97-00007 QN1410248 HATCH-STEERING GEAR,ACCESS,NEOPLAN SLF	1.00	EA	
52	B97-00008 OJ1709018 CAP-REAR,CURBSIDE NEOPLAN SLF	3.00	EA	
53	B97-00009 OJ1709019 CAP-REAR,SIDE,LH NEOPLAN SLF	3.00	EA	
54	B97-00010 OJ1709022 FLAP-CURBSIDE NEOPLAN SLF	1.00	EA	
55	B97-00011 OJ1709024 FLAP-LEFT HANDSIDE NEOPLAN SLF	1.00	EA	
56	B97-00012 OJ1709124 LOUVER-AIR INTAKE,LOW FLOOR NEOPLAN SLF	1.00	EA	

57	B97-00013	RJ1709303 CAP-FRONT ASSEMBLY NEOPLAN SLF	1.00	EA
58	B97-00015	QS1708068 COVER-ACCESS,FRONT J-BOX,LEFT HAND NEOPLAN SLF	1.00	EA
59	B97-00016	RJ1708387 GRILL-DEFROSTER,AIR RETURN NEOPLAN SLF	1.00	EA
60	B97-00017	AV1710005 FLAP-MUD,REAR OUTER NEOPLAN SLF (ISSUE AS PAIR ONLY!!!!)	32.00	PR
61	B97-00018	ZS1710006 MUDFLAPS-REAR CENTER NEOPLAN SLF	20.00	EA
62	B97-00019	RJ1907028 DASH-INSTRUMENT PANEL NEOPLAN SLF	1.00	EA
63	B97-00020	QJ1907028-001 DASH-UPPER,CURBSIDE NEOPLAN SLF	1.00	EA
64	B97-00021	QL1807074 DEFROSTER-DUCT ASSEMBLY NEOPLAN SLF	1.00	EA
65	B97-00022	QJ1907201 VENT-AIR DIFFUSER,LEFT HAND NEOPLAN SLF	1.00	EA
66	B97-00023	QJ1907202 VENT-AIR DIFFUSER,CURBSIDE NEOPLAN SLF	2.00	EA
67	B97-00024	QN1907034 HEADER-FRONT INTERIOR ASSEMBLY NEOPLAN SLF	1.00	EA
68	B97-00025	RJ1907027-002 DASH-DRIVERS SIDE PANEL (BOTTOM) NEOPLAN SLF	1.00	EA
69	B97-00026	OJ1907052 GRILL-A/C RETURN NEOPLAN SLF	1.00	EA
70	B97-00027	MG1910020 PLATE-ANTENNA COVER NEOPLAN SLF	1.00	EA
71	B97-00030	RJ1908004 PANEL ASSEMBLY-MODESTY,ENTRANCE DOOR,NEOPLAN SLF	1.00	EA
72	B97-00031	RJ1908005 PANEL ASSEMBLY-MODESTY,EXIT DOOR,NEOPLAN SLF	1.00	EA
73	B97-00032	RJ1908006 PANEL ASSEMBLY-MODESTY,EXIT DOOR,UPPER LEVEL,NEOPLAN SLF	1.00	EA
74	B97-00033	RJ1908007 PANEL ASSEMBLY-MODESTY,UPPER LEVEL,S/S,NEOPLAN SLF	1.00	EA
75	B97-00034	RJ1904024 SUNSHADE-DRIVERS SIDE WINDOW NEOPLAN SLF	24.00	EA
76	B97-00038	QL2302002 DOOR-FUEL SS NEOPLAN SLF	1.00	EA
77	B97-00039	RJ2301020 DOOR-J-BOX NEOPLAN SLF	2.00	EA
79	B97-00041	RJ2301015	2.00	EA

	DOOR-VENT ASSEMBLY NEOPLAN SLF			
80	B97-00042	RJ1709300	1.00	EA
	DOOR-A/C ASSEMBLY NEOPLAN SLF			
81	B97-00043	QN2302068	1.00	EA
	HINGE-A/C DOOR RH NEOPLAN SLF			
82	B97-00044	QN2302074	1.00	EA
	HINGE-A/C DOOR LH NEOPLAN SLF			
83	B97-00045	KC2302184	26.00	EA
	HANDLE-DOOR LUGGAGE NEOPLAN SLF			
84	B97-00046	RJ2301001	4.00	EA
	DOOR-ENGINE COMPLETE ASM NEOPLAN SLF			
85	B97-00047	OJ2303039	6.00	EA
	LOCK-GAS SPRING,STEEL NEOPLAN SLF			
86	B97-00048	QV2301019	1.00	EA
	DOOR-BATTERY BOX NEOPLAN SLF			
87	B97-00049	RJ2301048	1.00	EA
	DOOR-AIR INTAKE NEOPLAN SLF			
88	B97-00050	RJ2512050	1.00	EA
	BARRIER-RH RR WHEELCHAIR W/CUP NEOPLAN SLF			
89	B97-00051	RJ2010188	4.00	EA
	KIT-WHEELCHAIR TIE-DOWN LH TSI 5800 NEOPLAN SLF			
90	B97-00052	RJ2010136	12.00	EA
	KIT-TIE DOWN,WHEELCHAIR,CURBSIDE,TSI 5800 NEOPLAN SLF			
91	B97-00054	RJ2010180	1.00	EA
	ASSEMBLY-MOUNT,C/S,SHOULDER BELT NEOPLAN SLF			
92	B97-00055	RJ2010186	3.00	EA
	ASSEMBLY-MOUN,R/S,SHOULDER BELT NEOPLAN SLF			
93	B97-00056	AV2601071	1.00	EA
	AD SIGN-INT 22X21 NEOPLAN SLF			
94	B97-00057	NG2302077	60.00	EA
	SPRING-GAS,ENGINE DOOR NEOPLAN SLF			

SMALL BUSINESS PREFERENCE: 5%
Award will be made in whole or in part whichever is most advantageous to the Maryland Transit Administration and the state of Maryland.

MINORITY BUSINESSES ARE ENCOURAGED TO PARTICIPATE.

Standard Terms and Conditions

1. GENERAL

The following are mandatory terms and conditions to be included in all purchase orders.

1.1 INCORPORATION BY REFERENCE

"All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract."

2. TAX EXEMPTION

"The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes,and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply."

3. SPECIFICATIONS

"All materials, equipment, supplies or services shall conform to federal and state laws and regulations and to thespecifications contained in the solicitation"

4. DELIVERY AND ACCEPTANCE

"Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any."

5. NON-HIRING OF OFFICIALS AND EMPLOYEES

"No official or employee of the State, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendancy and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract."

6. NONDISCRIMINATION IN EMPLOYMENT

"The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, martial status, national origin, ancestry, or physical or mental disability of a qualified individual with a disability and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause."

7. FINANCIAL DISCLOSURE

"The Contractor shall comply with State Finance and Procurement Article, § 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts,lease or other agreements with the State and receives in the aggregate $100,000 or more during a calendar year shall, within 30 days of the time when the $100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business."

8. POLICITAL CONTRIBUTION DISCLOSURE

"The Contractors shall comply with Election Law Article, §§ 14-101 - 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate $100,000 or more,shall file with the State Administration Boardof Election Laws a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election."

9. ANTI-BRIBERY

"The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in

Standard Terms and Conditions

obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government."

10. REGISTRATION

"Pursuant to § 7-201 et seq. of he Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation."

11. CONTINGENT FEES

"The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement."

12. EPA COMPLIANCE

"Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable."

13. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

"All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards."

14. TERMINATION FOR CONVENIENCE

"Upon written notice to the Contractor, the State may terminate this contract, in whole or in part, whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2)."

15. TERMINATION FOR DEFAULT

"When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B."

16. DISPUTES

"This contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

17. MULTI-YEAR CONTRACTS

"If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this contract shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination."

18. INTELLECTUAL PROPERTY

"Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract."

19. MARYLAND LAW PREVAILS

"The provisions of this contract shall be governed by the laws of Maryland."

20. CONTRACTOR'S INVOICES

Standard Terms and Conditions

"Contractors agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations."

21. PRE-EXISTING REGULATIONS

"The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract."

22. REPEALED

23. INDEMNIFICATION

"The State shall not assume any obligation to indemnify, hold harmless, or pay attorney's fee that may arise from or in any way be associated with the performance or operation of this agreement."

24. CONFLICTING TERMS

"Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor description, quantity, additional or different terms. If this purchase is an acceptance of a prior offer by the Contractor, the acceptance is without the Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this expressly conditioned upon purchase order may not be waived."

25. DRUG AND ALCOHOL FREE WORKPLACE

"The contractor warrants that the contractor shall comply with COMAR 21.11.08, and that the contractor shall remain in compliance throughout the term of this purchase order."

26. GOVERNMENTAL RESTRICTION

"In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department at once, indicating in his letter the specific regulation which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the State."

27. ASSIGNMENT

"This Purchase Order and the monies which may become due hereunder are not assignable except with the prior written approval of the Procurement Officer."

28. BID AWARD-RESIDENT BUSINESS

"Pursuant to Section 14-401 of the State Finance and Procurement Article of the Annotated Code of Maryland, the procuring agency shall give a preference to the lowest responsive and responsible bid from a Maryland firm over that of a nonresident firm if the state in which the non-resident firm is located gives a resident business preference. The percentage of preference awarded under this section shall be the same as that awarded by the State in which the non-resident firm is located.
This provision shall not apply if it conflicts with any federal grant or regulation affecting this contract."

29. SUPERCESSION OF PREVIOUS TERMS AND CONDITIONS

These Terms and Conditions supercede previous versions, including, but not limited to those printed on the reverse side of the Purchase Order.

MARYLAND TRANSIT ADMINISTRATION

MATERIAL MANAGEMENT DEPARTMENT
PART NUMBER VERIFICATION

DATE: _____

VENDOR: _____

Please review the following information. The part number(s) ordered do not coincide with the part number(s) referenced on the RFQ. In the space provided, please explain the reason (i.e. supercession), verifying that there has been no change to form, fit, or function.

MTA RFQ Number	MTA Part Number	Description	Part Number Listed on RFQ	Explanation/Comments

Researched and verified that there is no change to form, fit, or function by:

NAME: _____ TITLE: _____

DATE: _____

Return with RFQ

Request for Quotation

INSTRUCTIONS:

1. QUOTATIONS SHALL INCLUDE DELIVERY OF FOLLOWING ITEMS F.O.B. DESTINATION, INCLUSIVE OF ALL CHARGES, I.E. PLATFORM OR DOORWAY OF SHIP-TO ADDRESS INDICATED.

2. PROVIDE MAXIMUM LEAD TIME (TIME BETWEEN RECEIPT OF PO AND DELIVERY), IN DAYS, FOR EACH ITEM QUOTED. FAILURE TO INSERT DELIVERY INFORMATION MAY RESULT IN DISQUALIFICATION OF QUOTATION.

3. QUOTATIONS MUST BE SUBMITTED ON THIS FORM.

4. EQUIVALENT ITEMS REQUIRE MTA APPROVAL PRIOR TO AWARD. THESE ITEMS MUST BE IDENTIFIED ON RFQ AND ACCOMPANIED BY SPECIFICATIONS AND DESCRIPTIVE LITERATURE FOR MTA EVALUATION.

5. VENDOR MUST COMPLETE AND SIGN, IN INK, THE QUOTATION

6. PRICES QUOTED SHALL BE VALID FOR A MINIMUM OF NINETY DAYS UNLESS OTHERWISE NOTED:_____

7. VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE REGULATIONS AND THE PURCHASING DEPARTMENT RULES AND REGULATIONS IN EFFECT AT TIME OF SUBMISSION.

8. ANY CHANGE OF THE VENDOR PART NUMBER, AS IT IS LISTED ON THE RFQ, MUST BE IDENTIFIED BY CIRCLING THE NUMBER ON THE RFQ AND COMPLETING THE ATTACHED "PART NUMBER VERIFICATION REQUEST". THE PART NUMBER VERIFICATION REQUEST FORM MUST BE COMPLETED IN FULL AND SUBMITTED WITH THE RFQ FOR ANY CHANGE IN PART NUMBERS.

SOLICITATION REQUIREMENTS

Award to be made on the basis of the lowest evaluated bid price based on a combination of the unit price, delivery, and quality rating of commodity. In addition, all items are subject to the Small Business set-aside when applicable.

Financial Disclosure by Persons Doing Business with the State

Vendors and Contractors providing materials, equipment, supplies or services to the State of Maryland herewith agree to comply with State Finance and Procurement Article, Sect. 13-221 of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate $100,000 or more during a calendar year shall, within 30 days of the time when the $100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.