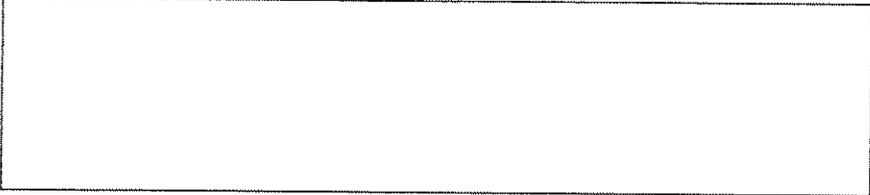


REQUEST FOR QUOTATION
MARYLAND TRANSIT ADMINISTRATION
 PURCHASING DEPARTMENT
 1331 S. MONROE STREET
 BALTIMORE, MARYLAND 21230-1713

QUOTATION
 REQUEST NUMBER
092811-PZ

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

- 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 _____
- STATE FIRM DELIVERY AFTER RECEIPT OF ORDER _____ WEEKS. FAILURE TO INSERT DELIVERY INFORMATION MAY RESULT IN DISQUALIFICATION OF YOUR QUOTATION.
- QUOTATIONS MUST BE SUBMITTED ON THIS FORM. EQUIVALENT ITEMS SHALL BE CONSIDERED BUT ONLY IF ACCOMPANIED BY SPECIFICATIONS AND/OR DESCRIPTIVE LITERATURE.
- VENDOR MUST COMPLETE AND SIGN, IN INK, THE QUOTATION ON THE REVERSE SIDE.
- PRICES QUOTED SHALL BE VALID FOR A MINIMUM OF NINETY DAYS UNLESS OTHERWISE NOTED _____
- 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.

3407	DESCRIPTION	QUANTITY	UNIT	QUOTE NET UNIT PRICE
NOT A PURCHASE ORDER				
<p>NOTE: TWO (2) YEAR CONTRACT WITH (3) THREE-1 YEAR OPTIONS TO RENEW.</p> <p>FOR NEOPLAN BUS PARTS PER ATTACHED LISTING.</p> <p><i>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.</i></p>				
<p>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.</p> <p align="center">MINORITY BUSINESSES ARE ENCOURAGED TO PARTICIPATE.</p>				

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 # 3407

Request Date: 12-MAY-2011

Requesting Quote From

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

Ship To:

Fax: 410-454-7892

Contact:
 Phone:

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

NOT A PURCHASE ORDER

Item #	OEM #	OPM #	Vendor #	QTY	Order Unit	Required Date	Lead Time	Vendor Quantity	Vendor Unit	Quote Net Unit Price
1	B56-00001	AH2201002		20.00	EA					
WINDSHIELD-STREETSIDE,6-8 SUNSHADE GREEN, NEOPLAN SLF										
Must be supplied 5 windshields per crate										
2	B56-00002	AH2201003		24.00	EA					
WINDSHIELD-CURBSIDE, 6-8 SUNSHADE GREEN NEOPLAN SLF										
3	B56-00003	AC2201007		2.00	EA					
WINDSHIELD-RUBBER LHRH NEOPLAN SLF										
4	B56-00004	RJ2203005		2.00	EA					
WINDOW-DRIVERS FRONT SLIDER NEOPLAN SLF										
5	B56-00005	RJ2203002		1.00	EA					
WINDOW-EGRESS LOWER SLIDE NEOPLAN SLF										
6	B56-00006	RJ2203003		2.00	EA					
WINDOW-EGRESS LOWER SLIDE NEOPLAN SLF										
7	B56-00007	RJ2203004		1.00	EA					
WINDOW-NON-EGRESS LOWER SLIDE NEOPLAN SLF										
8	B56-00008	RJ2203061		1.00	EA					
WINDOW-EGRESS LOWER SLIDE NEOPLAN SLF										
PRODUCT MUST BE CLEARLY MARKED WITH NEOPARTS PART # AS WELL AS MTAS PART NUMBER SO THAT IT WILL BE EASY TO IDENTIFY										
9	B56-00009	RJ2203007		1.00	EA					
WINDOW-EGRESS LOWER SLIDE NEOPLAN SLF										
11	B56-00011	RJ2203009		1.00	EA					
WINDOW-EGRESS LOWER SLIDE NEOPLAN SLF										
12	B56-00012	RJ2203048		2.00	EA					
WINDOW-DESTINATION NON-EGRESS UPPER CLEAR NEOPLAN SLF										
13	B56-00013	RJ2203060		1.00	EA					
WINDOW-DESTINATION NON-EGRESS UPPER CLEAR NEOPLAN SLF										

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Maximo Transportation Manager

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WINDOW-EGRESS LOWER SLIDE, NEOPLAN SLF
 PRODUCT MUST BE CLEARLY MARKED WITH NEOPART'S PART # AS WELL AS MTA'S PART
 NUMBER SO THAT IT WILL BE EASY TO IDENTIFY

14	B56-00014	RJ2205007		1.00	EA
	GLASS-DESTINATION SIGN,ACRYLIC,NEOPLAN SLF				
15	B56-00015	QL2204008		60.00	EA
	GLASS-FRONT DOOR UPPER,AUTO TINT,LONG NEOPLAN SLF				
16	B56-00016	QJ2204007		30.00	EA
	GLASS-FRONT DOOR,LOWER,SHORT NEOPLAN SLF				
17	B56-00017	RJ2204003		3.00	EA
	GLASS-REAR DOOR UPPER,ALMACOAT 2000 NEOPLAN SLF				
18	B82-00002	OP0800001-026	3262A1353	16.00	EA
	HUB CAP ASM - OIL FILLED ONLY NEOPLAN SLF				
19	B84-00001	RJ0301041		12.00	EA
	TANK-SURGE 6 GAL NEOPLAN SLF				
20	B84-00002	AA0301048		12.00	EA
	GLASS-SIGHT NEOPLAN SLF				
21	B84-00003	RJ0305015-001A		2.00	EA
	TUBE-RADIATOR TO OIL COOLER COOLER SIDE NEOPLAN SLF				
22	B84-00004	RJ0305015-001B		2.00	EA
	TUBE-RADIATOR TO OIL COOLER COOLER SIDE NEOPLAN SLF				
23	B84-00005	RJ0305015-003A		2.00	EA
	TUBE-ENGINE TO RADIATOR ENGINE SIDE NEOPLAN SLF				
24	B84-00006	RJ0305015-003B		2.00	EA
	TUBE-ENGINE TO RADIATOR,RADIATOR SIDE NEOPLAN SLF				
25	B84-00007	RJ0305017-002A		6.00	EA
	TUBE-CAC TO INTAKE NEOPLAN SLF				
26	B84-00009	RJ1710011		6.00	EA
	SHROUD-FAN NEOPLAN SLF				
27	B84-00011	QC0302011		16.00	EA
	BLADE-FAN,34" NEOPLAN SLF				
28	B84-00012	RJ0302020		10.00	EA
	FLANGE-FAN NEOPLAN SLF				
29	B84-00013	PV0305015-005		4.00	EA
	TUBE-WATER BYPASS NEOPLAN SLF				
30	B84-00014	PV0302094		4.00	EA
	BRACKET-TOUCH IDLER,CURBSIDE NEOPLAN SLF				
31	B84-00016	OV0302095		1.00	EA
	BRACKET-UPPER A/C BELT TOUCH IDLER NEOPLAN SLF				
32	B84-00017	NM0302053-001		24.00	EA
	IDLER NEOPLAN SLF				
33	B84-00018	AA0303030		24.00	EA
	BUSHING NEOPLAN SLF				

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34	B84-00019	CQ1501082		16.00	EA
	SENDER-WATER TEMPERATURE		NEOPLAN SLF		
35	B84-00020	RJ0107081-001		3.00	EA
	ASSEMBLY-BELT RIGHT HAND GUARD		NEOPLAN SLF		
36	B84-00021	RJ0107081-002		3.00	EA
	BELT ASMLH GUARD		NEOPLAN SLF		
37	B85-00016	RC1002002		250.00	EA
	SHOCK ABSORBER		NEOPLAN SLF		
38	B85-00020	PW1003009		75.00	EA
	AIR SPRING		NEOPLAN SLF		
39	B85-00022	OJ1201009		1.00	EA
	GEAR-STEERING		NEOPLAN SLF		
40	B85-00023	OJ1203001		1.00	EA
	ARM-PITTMAN		NEOPLAN SLF		
41	B85-00025	KL1201041		1.00	EA
	SHAFT-STEERING MSI		NEOPLAN SLF		
42	B85-00026	OJ1201034		1.00	EA
	STEERING COLUMN-DOUGLAS		NEOPLAN SLF		
43	B85-00027	OJ1201082		1.00	EA
	COVER-STEERING COLUMN		NEOPLAN SLF		
44	B85-00028	PV1907326-001		2.00	EA
	COLUMN-STEERING COVER REAR PLST		NEOPLAN SLF		
45	B85-00030	MD1001003		30.00	EA
	KIT-REPAIR VALVE HEIGHT CONTROL		NEOPLAN SLF		
46	B86-00001	RJ1409001		2.00	EA
	ASSEMBLY-ENGINE CRADLE		NEOPLAN SLF		
47	B86-00003	PH0113010		14.00	EA
	SPACER-ENGINE MOUNT		NEOPLAN SLF		
48	B86-00007	MR0303103		25.00	EA
	MOUNT-CENTER BONDED HIGH TEMP		NEOPLAN SLF		
49	B86-00010	RJ0201007-008		2.00	EA
	TUBE-EXHAUST TURBO TO FLEX		NEOPLAN SLF		
50	B86-00011	QJ0201007-002		6.00	EA
	TUBE-UPPER EXHAUST TURBO OUTLET		NEOPLAN SLF		
51	B86-00012	QH0202000-002		1.00	EA
	TUBE-AIR INTAKE		NEOPLAN SLF		
52	B86-00013	QH0202000-001		1.00	EA
	TUBE-UPPER AIR INTAKE		NEOPLAN SLF		
53	B86-00016	AA0202002		4.00	EA
	HOSE-HUMP 6"		NEOPLAN SLF		
54	B86-00017	OJ0202000-003		1.00	EA
	CLEANER-TUBE AIR TO ELBOW 6"X35"		NEOPLAN SLF		
55	B86-00018	AA0220082		3.00	EA
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56	B86-00020	RJ0202000-004	ELBOW-REDUCER 6" TO 5" NEOPLAN SLF	1.00	EA
			TUBE-AIR INTAKE NEOPLAN SLF		
57	B86-00021	RJ0202000-003	TUBE-AIR INTAKE 6" NEOPLAN SLF	4.00	EA
58	B86-00026	AA0220077	CLAMP-5" - EXHAUST NEOPLAN SLF	3.00	EA
59	B86-00027	QJ0206026	BRACKET-SUPPORT EXHAUST NEOPLAN SLF	2.00	EA
60	B86-00032	QL0201007-003	TUBE-TAIL PIPE EXHAUST NEOPLAN SLF	2.00	EA
61	B86-00083	RJ0106036	RESERVOIR-HYDRAULIC FAN NEOPLAN SLF	7.00	EA
62	B87-00002	NM0502016	BRACKET-ACCUMULATOR NEOPLAN SLF	2.00	EA
63	B87-00003	RJ0513002	BRACKET-S50/B400 C/S 6 DEG NEOPLAN SLF	1.00	EA
64	B87-00004	RJ0513003	BRACKET-S50/B400 S/S 6 DEG NEOPLAN SLF	1.00	EA
65	B87-00005	MG0501011	DIPSTICK-TRANSMISSION NEOPLAN SLF	32.00	EA
66	B87-00007	RJ0501087	POWER TAKE-OFF ALLISON B400R LIVE-NEOPLAN SLF	12.00	EA
67	B87-00008	RJ0303181	OIL COOLER-TRANSMISSION NEOPLAN SLF	12.00	EA
68	B89-00001	QH0601001	ASSEMBLY-DRIVE SHAFT 15.00" NEOPLAN SLF	20.00	EA
69	B89-00002	LG0601001-002	BEARING-JOURNAL NEOPLAN SLF	1.00	EA
70	B90-00001	OJ0700001-061	GEAR-PLANETARY SPIDER NEOPLAN SLF	6.00	EA
71	B90-00004	OJ0700001-064	PINION-PLANETARY NEOPLAN SLF	2.00	EA
72	B90-00008	OJ0700001-074	WASHER-THRUST NEOPLAN SLF	4.00	EA
73	B90-00011	OJ0700001-052	HUB-PLANETARY RING GEAR NEOPLAN SLF	3.00	EA
74	B90-00012	OJ0700001-044	ASSEMBLY-HUB NEOPLAN SLF	4.00	EA
75	B90-00015	OJ0700001-049	WHEEL-ABS TOOTH NEOPLAN SLF	7.00	EA
76	B90-00019	AK0700001-032	WASHER NEOPLAN SLF	10.00	EA

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77	B91-00006	AK0700001-013		1.00	EA
	BUSHING-CAM	NEOPLAN SLF			
78	B91-00007	OJ0800001-030		20.00	EA
	BUSHING	NEOPLAN SLF			
79	B91-00011	OJ0700001-102		1.00	EA
	BRACKET-BRAKE CHAMBER R/H	NEOPLAN SLF			
80	B91-00018	OJ0700001-098	300-10053	75.00	EA
	ADJUSTER-SLACK (HALDEX)	NEOPLAN SLF			
81	B91-00026	OP0800001-022		2.00	EA
	BRAKE SPIDER ASM-L/H	NEOPLAN SLF			
82	B91-00027	OP0800001-023		2.00	EA
	BRAKE-SPIDER ASSEMBLY,CURBSIDE	NEOPLAN SLF			
83	B91-00033	OJ0800001-063	2210-Y-8397	40.00	EA
	CAMSHAFT-CURBSIDE	NEOPLAN SLF			
Must be Arvin-Meritor ONLY, MANUFACTURER PART NUMBER 2210-Y-8397, no substitutes. 8/09					
84	B91-00039	OJ0800001-052		1.00	EA
	BRACKET-CAMSHAFT & CHAMBER ASM. SPT L/H	NEOPLAN SLF			
85	B91-00041	OJ0800001-011	300-10041	60.00	EA
	ADJUSTER-AUTO SLACK ROAD SIDE	NEOPLAN SLF			
86	B91-00042	OJ0800001-012	300-10042	50.00	EA
	ADJUSTER-AUTO SLACK C/S	NEOPLAN SLF			
87	B91-00046	OJ0800001-014		30.00	EA
	CHAMBER-AIR L/H BRAKE	NEOPLAN SLF			
ARVIN MERITOR (OEM), PART NUMBER X9 3276 X24 IS THE ONLY AUTHORIZED PRODUCT. NO SUBSTITUTES ACCEPTED.					
88	B91-00047	OJ0800001-015	X10 3276 X24	30.00	EA
	CHAMBER-AIR, R.H. BRAKE, NEOPLAN SLF				
ARVIN MERITOR (OEM) PART NUMBER X10 3276 X24 TO BE ORDERED. OEM IS THE ONLY AUTHORIZED PRODUCT. NO SUBSTITUTES 11/18/09					
89	B91-00052	RKLR930006		3.00	EA
	EXCITER	NEOPLAN SLF			
90	B91-00053	OJ0800001-076		12.00	EA
	GASKET	NEOPLAN SLF			
91	B91-00055	LG0700502-001		1.00	EA
	SENSOR ASM-REAR AXLE	NEOPLAN SLF			
92	B91-00056	OJ0700001-054		1.00	EA
	GEAR-PLANETARY RING REAR AXLE	NEOPLAN SLF			
93	B92-00002	RJ0111001		1.00	EA
	TANK- FUEL,45 GAL,SS	NEOPLAN SLF			
94	B92-00003	RJ0111002		1.00	EA
	TANK-FUEL 78 GL SS	NEOPLAN SLF			

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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 the specifications 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 pendency 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, marital 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. POLITICAL 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 Board of 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 the 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.

