

MARYLAND DEPARTMENT OF TRANSPORTATION

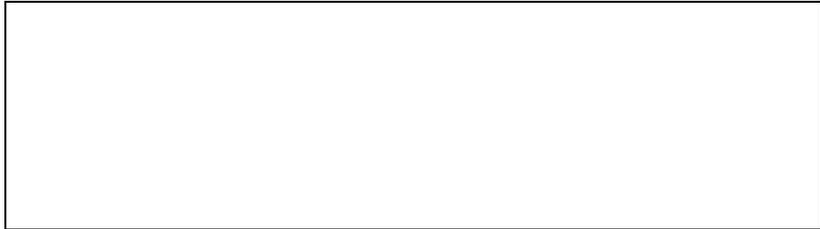
MARYLAND TRANSIT ADMINISTRATION

1331 S. Monroe St. • Baltimore, Maryland 21230-1713
(410) 454-7882 (410) 454-7892

QUOTATION REQUEST NUMBER 100711-BZ
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REQUEST FOR QUOTATION

Brenda Hayes	TELEPHONE (410) 454-7885	REQUEST DATE 09/20/11	THIS QUOTATION MUST BE RETURNED BY 2:00 P.M. ON DATE AT RIGHT TO THE ABOVE ADDRESS	→	DUE DATE OF QUOTATION 10/07/11
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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 STREET, BALTO, MD 21230
 5801 WABASH AVE., BALTO, MD 21215
 344 W. NORTH AVE., BALTO, MD 21217
 5 AMTRAK WAY, BWI AIRPORT, MD 21240

 X OTHER : **Locomotive 1201 and 1202 are located at 12190 Massey Road Massey, Maryland 21650**
Locomotive 1203 is located at 108 Railroad Avenue Federalsburg, Maryland 21632
- 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 THIS QUOTATION IN INK.
- 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.
- A PURCHASE ORDER WILL ACKNOWLEDGE ACCEPTANCE OF YOUR OFFER HEREON. ANY RESULTANT PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS WHICH ARE ATTACHED.

DESCRIPTION	QUANTITY	UNIT ISSUE	UNIT PRICE
<p>SERVICES TO BE RENDERED: The MTA, in conjunction with the MDOT Office of Freight Logistics, owns Locomotive 1201, 1202 and 1203, which are operated by the MDOT's freight railroad contractor the Maryland and Delaware Railroad (MDDE). The Contractor shall furnish all materials, supplies and equipment necessary to perform the tasks. The scope of repairs shall include the following SEE ATTACHED SPECIFICATIONS.</p> <p>Site Visit On page 8 of the Request for Quotation .</p> <p>Make sure all documents included in your package as required and included should be your Proof of AAR QA Certification and Certificate of Insurance Liability documentation.</p> <p>Please forward any questions to e-mail Bhayes1@mta.maryland.gov. Please note the Bid number with your question.</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. MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION NOTICE			

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION



Systems Engineering

Contract Specification Book

**MTA Freight Locomotive 1201,1202
and 1203 Repairs Scope of Work and
Technical Specifications**

BID NO: 100711-BZ

DATE: September 20, 2011

REQUEST FOR QUOTE
**MTA FREIGHT LOCOMOTIVES 1201, 1202 and 1203 REPAIRS -
SCOPE OF WORK AND TECHNICAL SPECIFICATION**

1. BACKGROUND

The MTA, in conjunction with the MDOT Office of Freight Logistics, owns Locomotive 1201, 1202 and 1203, which are operated by the MDOT's freight railroad contractor the Maryland and Delaware Railroad (MDDE). The locomotives were originally manufactured by ALCO in the mid- to late-1950s and were designated as RS3Ms. The locomotives have since been overhauled with General Motors EMD equipment, which replaced the ALCO prime movers and selected components of the traction systems.

2. SCOPE OF WORK

The Contractor shall furnish all materials, supplies and equipment necessary to perform the tasks. The Contractor's scope of repairs shall include the following:

- **Locomotive 1201.** Attachment A details the technical work scope for Locomotive 1201. Under Phase 1, the repair Contractors are invited to submit a formal quote to perform an investigation to determine the cause of water intrusion into the fuel tank. Phase 2 will address the subsequent remediation of the problem.
- **Locomotive 1202.** Attachment A details the technical work scope for Locomotive 1202. The main air compressor shall be replaced in kind with a new or rebuilt air compressor. The task shall also include testing to verify its performance.
- **Locomotive 1203.** Attachment A details the technical work scope for Locomotive 1203. The secondary suspension leaf springs on the rear truck shall be replaced.

3. WARRANTY

The Contractor shall provide a 2 year warranty on the air compressor for locomotive 1202. For all other materials and workmanship the Contractor shall provide a 1 year warranty.

4. LOCATION OF WORK COMPLETION

The Contractor shall perform the repair work at the MDDE railroad engine house located in Massey, Maryland. At the Contractor's request the repair work may be performed at the MMDE's Federalsburg location where a pit is available.

5. SCHEDULE FOR WORK COMPLETION

It is the MTA's intention to have the work completed prior to MDDE's peak operational period during mid to late August. The schedule of activities will be mutually agreed by the MTA and the Contractor in writing, before executing the Contract. The agreement shall specify the number of days on-site, the level of effort, the number of workers on-site, scheduled work days, scheduled working hours, and the level of MTA's on-site support (if any).

6. BID REQUIREMENTS

The repair Contractors are invited to submit a formal Bid to the MTA for conducting the required repairs. The Bid shall be submitted no later than 2:00 PM on September 31th 2011, to the address below:

Brenda Hayes
Maryland Transit Administration
Purchasing Department
2nd Floor
1331 South Monroe Street
Baltimore, MD 21230

The Bid shall include a detailed description of the work to be performed for each locomotive and the total cost for each locomotive quoted separately.

Initially for Locomotive 1201 the MTA will only authorize Phase 1 repairs. The MTA will authorize the start of Phase 2 repairs based on the determined cause of water detected in the fuel.

The repair Contractor shall detail all assumptions that were used in developing the submitted bid, and shall delineate the cost of travel and accommodations needed for its staff while on-site. The proposal shall include the Contractor's previous experience in conducting similar repairs, and provide a minimum of two references and contact information associated with the previous experience. The bid shall include resumes of key proposed staff that will be performing the repairs.

Questions concerning this request for quote can be directed to Brenda Hayes, Procurement Administrator @ Bhayes1@mtamaryland.com.

7. Insurance Requirements

LIABILITY INSURANCE

The following requirements shall prevail:

A. The Contractor shall forward to the Procurement Officer prior to the execution of the Contract, a certificate of insurance issued by the Insurer (s), including special endorsements. If requested by the Engineer, the Contractor shall provide a certified copy of the actual policies and endorsement in addition to certificates. The contractor shall procure and pay for insurance specified herein issued by companies licensed and authorized to do business in the State of Maryland.

The Contractor shall furnish policies satisfactory to the Administration (hereinafter "Administration" refers to Maryland Transit Administration, Maryland Department of Transportation and the State of Maryland inclusively) as to contents and carrier; such insurance will contain the following provisions:

1. Sixty (60) day's prior notice to the Administration of cancellation.
2. Inclusion of the Administration, Engineer and their directors, officers, representatives agents and employees as additional Insured as respects work or operations in connection with the Contract.
3. Endorsement providing that such insurance is primary insurance and no insurance of the Administration will be called in to contribute to a loss.
4. The Contractor agrees to indemnify, defend, and hold harmless the Administration from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Administration for damages because of bodily injury, including death, at any time arising therefore, sustained by any person or persons or on account of damage to property, including loss of use thereof arising out of or in consequence of the performance of this contract, whether such injuries to person(s) or damage to property is due or claimed to be due to the negligence of the Contractor, the Administration, their agents and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the Administration. The above provisions are to be included in all subcontracts as specified herein under Paragraph D below.

B. If at any time above-required insurance policies should be canceled, terminated, or modified so that the insurance is not full force and effect as required herein, the Administration may terminate this Contract for default or obtain insurance coverage equal to the required herein, the cost of which shall be charged to the Contractor and deducted from any payments to the Contractor.

C. Insurance like that required of the Contractor shall be provided by or in behalf of all subcontractors of any tier and other entities to cover their operation(s) performed under this Contract.

D. Insurance Coverage: The coverage of insurance under such policy or policies shall be at policy limits not less than as specified herein.

1. Worker's Compensation and Employers' Liability (Coverage B): Providing statutory coverage in the State of Maryland, to include all States endorsement, United States Longshoremen and Harbor-Workers' Compensation Act, and employer's Liability (Coverage B), with a minimum limit of \$500,000.00.

2. An occurrence form Comprehensive General Liability: To include Contractual Liability, Broad Form Property damage, Explosion, Collapse, and Underground Coverage, and Completed Operations Coverage. The Completed Operations Coverage shall remain in effect until two (2) years after the work has been accepted by the Administration. The Comprehensive General Liability Insurance shall have a minimum combined single limit of \$2,000,000.00 and shall at no time have an aggregate limit of less than \$2,000,000.00.

3. Comprehensive Business Automobile Liability: The policy or policies shall cover all automobiles defined as motor vehicles, whether owned, non-owned leased, or hired, to a minimum combined single limit for Bodily Injury and Property Damage of \$2,000,000.00 and shall include, be endorsement, a waiver of subrogation with respect to the Administration.

4. Umbrella Liability: Provide an occurrence "umbrella" form of excess liability insurance containing coverage no less restrictive than that required in the underlying policies specified above. The required primary insurance shall be listed as underlying coverage in the first layer umbrella policy. The umbrella policies shall contain a minimum total occurrence and aggregate limit of: \$5,000,000.

5. Contractor shall maintain in force for the full period of this contract insurance covering losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Insurance as required in paragraph 1 shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverage's shall be written in an amount of at least \$5,000,000 per loss, with an annual aggregate of at least \$5,000,000.

The policy of insurance as required in paragraph 1 shall be endorsed to include as an insured the MTA, its officers, and employees.

The policy of insurance as required in paragraph 1 shall be written by an insurer acceptable to the MTA.

If coverage as required in paragraph 1 is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning from the time that work under this contract is completed.

Contractor shall provide to MTA a certificate of insurance documenting the existence of coverage as required in paragraph 1 of this contract. The certificate shall be signed by a person authorized by the insurer to bind coverage on its behalf as described in the certificate. Such certificate shall be delivered to MTA before work under this contract commences.

If the scope of services as defined in this contract includes the disposal of any hazardous or non-hazardous materials from the job site, the Contractor must furnish to the MTA evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the MTA under this paragraph must be maintained in minimum amounts of \$5,000,000 per loss, with an annual aggregate of at least \$5,000,000.

8. **SITE VISIT**

A site visit will be conducted on the following schedule for this bid :

Location	Site Visit Date
Locomotive 1201 & 1202	9/30/11 from 10:00 AM – 11:00AM
Locomotive 1203	9/30/11 10:00 AM -11:00 AM

Locomotive 1201 and 1202 are located at 12190 Massey Road Massey, Maryland 21650

Locomotive 1203 is located at 108 Railroad Avenue Federalsburg, Maryland 21632

The contact at each location will be Mr. Sam Pate he is the Chief Mechanical Officer for Maryland & Delaware Railroad.

9. **SAFTEY**

Please remember before entry to all property of Maryland & Delaware Railroad you **must** to bring steel toed boots, hard hats and safety glasses to enter the property. If you do not have these items than you will not be able to attend.

**ATTACHMENT A
TECHNICAL SPECIFICATION**

ATTACHMENT A TECHNICAL SPECIFICATION

1. GENERAL

The purpose of the repair tasks is to remediate the individual problems in order to restore each of the locomotives to an operational condition.

2. LOCOMOTIVE 1201

Phase 1 of the task shall involve investigation of the cause of water detected in the fuel tank. The locomotive suffers from reduced power when water in the fuel reaches a certain level and is held out of service on a weekly basis depending on the amount of water found in the fuel. Currently MDDE staff is checking the filters two to three times a week for any signs of water, draining the filters and pumping out any water that accumulates in the bottom of the fuel tank. There is a drain at the bottom of the fuel tank but it has not been operated for some time.

The locomotive has been equipped with a fuel pre-heater that was replaced in 2010. The new unit was recently removed and bench tested for pressure in both the fuel and coolant sides. There was no loss of pressure recorded over a number of days.

The locomotive is equipped with an ecology tank within the fuel tank. The ecology tank was drained and monitored as it was thought this may be a source of the water; however this has not solved the problem.

The Contractor may undertake any actions deemed necessary to determine the source of the excessive water detected in the fuel. Currently the fuel tank is holding approximately 500 gallons of fuel. If the Contractor needs to drain the tank to drop it or to pressurize it, the fuel must be removed and stored by the contractor per any applicable EPA guidelines.

The MTA will authorize the start of Phase 2 to carry out the necessary repairs based on the determination of the cause of water in the fuel tank.

2. LOCOMOTIVE 1202

The two stage compressor failed with two of the rods broken in half and at least one bearing failure. The contractor will replace the compressor in kind or with a rebuilt air compressor. Removal of the air compressor may involve removal of the railings or other engine internals. The new compressor shall be performance tested to verify proper operation. Please see the photos in Attachment B for reference.

2. LOCOMOTIVE 1203

One of the six leaf springs on the rear truck of locomotive 1203 was found to be broken. It was not determined what the exact cause of failure was. The Contractor shall replace in kind all of the leaf springs on both sides of the rear truck. Please see the photo in Attachment B for reference of the typical installation. The broken pack was not photographed.

ATTACHMENT B
Existing Condition Photographs



Figure 1-Loco 1202 Air Compressor Data Plate



Figure 2-Air Compressor from Left Side



Figure 3-Air Compressor from Right Side

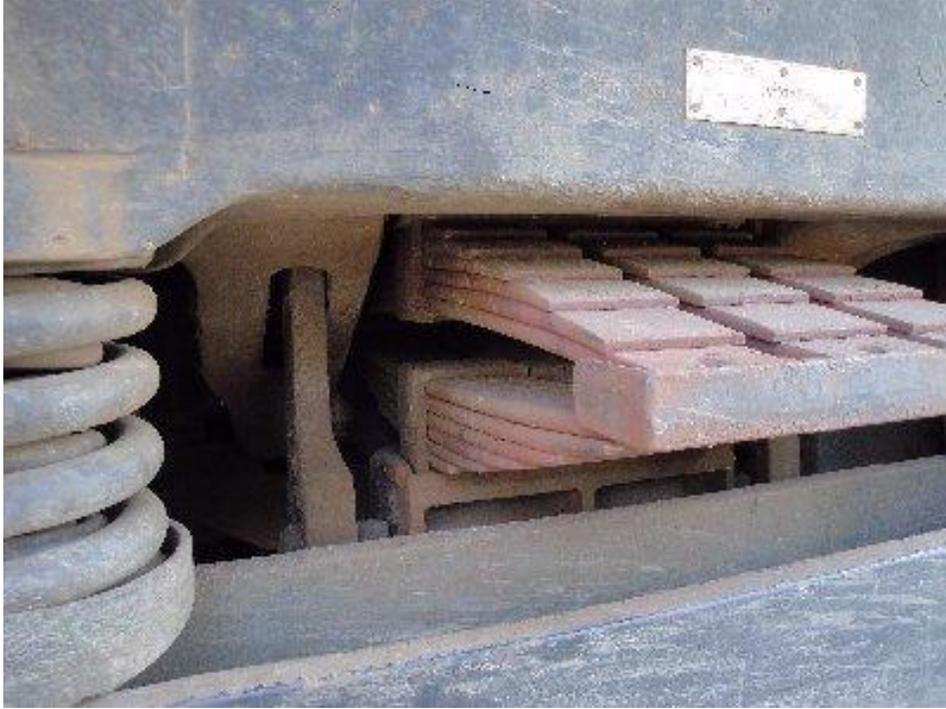


Figure 6-Leaf Spring (Typical)

BID NO: 083111-BZ
MTA FREIGHT LOCOMOTIVE 1201,1202,AND 1203 REPAIRS SCOPE OF
WORK AND TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NO.</u>
TABLE OF CONTENTS	TOC 2
UNIT PRICE SCHEDULE	BF 1of 1
SPECIAL PROVISIONS	
Request for Quotation	4-8
Site Visit	8
Technical Specification	A1-2 9-11
Existing Conditions Photo	Attachment B 11-13
Drawings	Attachment C

21.05.08.07

.07 Bid/Proposal Affidavit.

A. Each solicitation shall provide notice that the affidavit in §B of this regulation shall be completed and submitted to the procurement agency with the vendor's bid or offer.

B. Mandatory Solicitation Addendum. The solicitation addendum shall be in substantially the same form as follows:

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will 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, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections 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.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;

(h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____ Address: _____

(If not applicable, so state).

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

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

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 this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be

construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____ By: _____ (Authorized Representative and Affiant)

UNIT PRICE SCHEDULE

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
001	Technical A2 # 1	Locomotive 1201 Water in Fuel Tank. Assessment Cost	1	LT		
002	Technical A2 #1	Phase 2 Locomotive 1201 Repairs to Fuel Tank	1	LT		
003	Technical A2 #3	Locomotive 1202 Compressor , Two Broken Rods and Bearing Failure	1	LT		
004	Technical A2 3	Six Leaf Spring On rear of Truck of Locomotive 1203.	1	LT		

- **Lot Price includes maintenance and repair , pricing of parts will be approved upon assessment.**