REV. 2/10

REQUEST FOR QUOTATION

Pur001

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

QUOTATION REQUEST NUMBER
102611-PZ

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	10/03/11		10/26/11

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.

DESCRIPTION	QUANTITY	UNIT	QUOTE NET UNIT PRICE
NOT A PURCHASE ORDER			
ONE YEAR CONTRACT WITH TWO(2) ONE YEAR OPTIONS TO RENEW			
To provide Travel Training to the disabled and senior communities in the MTAMobility service area per attached scope of work			
NOTE: Bidders must be experienced with it A Proven record of success to ensure a "quick" and efficient start up			
Cost per: 1st year: _____ 2nd year: _____ 3rd year: _____			
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.			

Draft 9/19/2011

Travel Training Scope of Work

Introduction

Maryland Transit Administration (MTA) Mobility paratransit service, in cooperation with other government agencies, area educational facilities and our partners in the nonprofit sector, have developed a project to provide individualized travel training for people with disabilities and senior citizens to make use of the accessible fixed route public transportation options offered throughout the MTA service area (Att A). Participants will learn how to travel on fixed route public transportation to and from frequent destinations throughout the entire MTA service area. Travel trainers will develop individualized training programs targeted to the abilities of the participants and coordinated with service providers, employers and transit resources.

Public transportation consumers who will benefit from travel training will, for the most part, be from city and suburban communities and will gain access to increased educational and job opportunities as a result of travel training.

The targeted population consists of people with disabilities, senior citizens and low-income youths who wish to utilize the MTA's accessible fixed route public transportation facilities, and who request travel training to better effectuate their needs. A special effort will be made to provide travel training services to special education students who are about to enter the world of work or further their education.

Travel Training Platforms

MTA will conduct travel training on several levels and platforms.

The first platform is a classroom training setting which will consist of small groups of individuals (maximum of 10). This platform will work best for facility or school based groups where a gathering of potential riders are available at one time. Classroom instruction shall include route and schedule reading, ticket purchase and familiarization with the modes of transportation available in the MTA system. For the MTA service area this includes fixed route bus, metro (subway), light rail and Mobility (paratransit). Depending on the size of the group and level and type of disabilities, classroom training can be 4-8 hours. These group training sessions may include a trip at the end of the classroom portion

of the training to practice skills learned. Anticipated activity would be approximately 1 to 2 classroom sessions per month.

The second platform is community outreach. The travel trainer shall be required to participate in community outreach programs whose purpose it is to inform potential clients or caregivers of the travel training initiatives available. Examples of outreach activities include hospital, community or organizational fairs or meetings. Typically, travel training will be only part of a meeting agenda and would require a 15 minute presentation with a question and answer session and an opportunity for interested clients to request travel training follow-up. Participation in a fair would require being present in a "booth" setting, being prepared to promote travel training to customers and answer questions about available programs. Estimated time requirements for outreach activities is 1 to 2 per month.

Outreach activities also include proactive contact with organizations within the community to provide information on the travel training program. This outreach can be via telephone, mailings (including email) or in-person visits. MTA expects 10-15 proactive contacts per month, but may expect a higher number during the early implementation phase of the travel training program.

The third platform is individual training. Working one-to-one with the student, trainers shall determine individual travel patterns and then physically travel selected routes with the student. Individual training can have a wide range of time requirements. Some individuals such as seniors who have recently stopped driving, just need to achieve a familiarization with routes and may need some assistance in overcoming initial fears of using public transportation. Typically this training can be accomplished in one to two days. Individuals with more profound disabilities, particularly cognitive, will require a more extensive period of time and many require follow-ups or re-training over a longer period of time. During the initial phase of implementation of the MTA travel training program, it is expected that customers who are assessed as needing extensive training in order to travel independently not be accepted into the training program until resources in the program reach a level where personnel are available to provide the extensive training required. It is the responsibility of the travel trainer to do a follow-up with each student to determine the effectiveness of the training received and assess the need for additional training. Individual travel training includes 5 essential elements. MTA expects Contractor to provide all 5 elements. They are:

Assessment: The travel trainer shall conduct an assessment of the trainee that includes reviewing medical and other pertinent reports, interviewing the trainee in person, observing the skills and behavior of the trainee related to their ability to travel independently. Assessment should include input from caregivers and/or family members. The assessment must be comprehensive and must cover the trainee's physical and emotional needs during traveling. The assessment shall include the routes and modes of transportation that trainee will be frequently using.

Instructional Plan: The travel trainer shall develop a plan of individualized goals and objectives based on the trainee's specific needs identified in the assessment. This includes an assessment of the routes that the trainer and trainee will be using in their instruction. Trainer should travel the route before the training session to observe any physical barriers on the route that the trainee may encounter and be prepared to have special instruction in recognizing and overcoming those impediments.

One-to-one instruction: The travel trainer shall provide one-to-one instruction that includes orientation, pedestrian, transit and self-advocacy skills; strategies to be used when a traveler becomes lost or confused; strategies for responding to unexpected situations in the transportation environment; and travel related life skills, such as handling currency and using public telephones. The travel trainer and the trainee shall travel specified routes together, practicing all skills needed.

Ongoing evaluation and periodic reporting: The travel trainer shall continually evaluate the ability of the individual to travel safely and independently and prepare periodic progress reports. It is the trainer's responsibility to communicate the trainee's progress to caregivers and family and provide instruction to the caregivers in any on-going assistance that should be provided to the trainee.

Final written report: The travel trainer shall provide a final written report that includes recommendations concerning the ability of the individual to travel safely and independently in the community. The recommendations must be primarily based on the travel trainer's observations of the individual during travel training sessions. Input from the caregivers and family must also be considered in the final recommendations.

Curriculum

The curriculum for travel training shall be developed by the contractor. MTA requires, as its benchmark standard, the curriculum developed and published by the Easter Seals Project Action (ESPA).The contractor has the option to modify or enhance the ESPA curriculum provided it has the approval of the MTA.

The Contractor will be responsible for the development of all documents used in travel training for both individual and classroom training environments. Reproduction of these documents is also the Contractor's responsibility. The Contractor is required to remain current with all MTA policies and to modify any travel training documents to reflect MTA service changes including policy, schedules, routes, etc.

Materials used for the marketing/advertising of the travel training program shall be jointly designed by both the Contractor and MTA and will be produced using MTA/Maryland state approved vendors or internal MTA or state agencies.

The MTA refers all potential contractors to the ESPA website www.projectaction.org where a multitude of online and published courses on Travel Training and related topics are available at no charge.

A standard curriculum should include instruction in the following basic travel concepts:

1. Suitable locations for street crossings and street crossing skills
2. Familiarization with signage for all transit modes.
3. Modification of travel plans and adapting to environmental situations that affect travel (weather, crowds, detours, etc)
4. Pedestrian skills
5. Use of escalators, automatic and revolving doors, turnstiles , elevators, etc.
6. Transportation vehicle and facility accessibility features
7. Route map and schedule reading
8. Safety skills such as recognizing dangerous situations, stranger approaches, becoming lost and the appropriate responses to each situation.
9. Concepts of directionality, time, and money as they apply to transportation
10. Customer release form

The goal of any travel training endeavor is to provide the customer with the necessary skills to travel independently on public transportation. As such, the curriculum developed for the MTA travel training program needs to anticipate the needs of a wide variety of individuals. The contractor is expected to have in depth knowledge on all aspects of travel training but should also be skilled in customizing the modules to the specific needs of an individual or group of individuals.

Record Keeping and Reporting Processes

MTA shall require reporting of all training sessions conducted, both classroom and individual, and all outreach activities. Contractors shall develop and seek MTA approval of all record creation, storage and report formats.

A case file for each participant who is individually trained will be created that includes:

1. Name
2. Address
3. Age

4. Travel prohibiters and/or disabilities
5. Caregivers/family names and reach information
6. Emergency contact
7. Assessment documents
8. Training session(s) documentation
9. Final Report/Recommendation

Each individual training session shall be documented and shall include:

1. Name
2. Date of training
3. Hours of training
4. Transportation mode and route(s)
5. Level of proficiency achieved
6. Recommendation for future travel training needs

All training data shall be reported on a monthly basis in an electronic format to designated MTA employees(s). Contractors shall be responsible for monthly statistical reporting or other statistic based reporting requirements.

MTA requires that the Contractor analyze all training performed for effectiveness. Data shall be obtained through follow-up with customers from both classroom and individual training to determine the following:

1. Mode(s) of transportation used post training
2. Frequency of use
3. Feedback on training effectiveness

The Contractor shall also use this effectiveness data to determine if modifications to the classroom or individual training curriculums should be made. In particular, it may be essential to develop curriculums that address specific groups of individuals with similar disabilities, such as sight impairment, to better address travel issues inherent to that disability. All modifications to the curriculum shall be proposed to the MTA and approval received before modifications can be implemented.

All classroom instructions shall be reported monthly including the following information:

1. Organization/sponsor
2. Sponsor contact information
3. Location
4. Names and addresses of attendees
5. Number of individuals referred for further training

Proactive outreach activities shall be reported monthly including the following information:

1. Organization
2. Individual contacted
3. Address

4. Phone/email
5. Summary of discussion including potential training initiatives

Training Logistics

Classroom training can be conducted in any appropriate location including MTA locations, senior centers, schools or any organization's center willing to host a training class. Contractor shall ensure that all classroom locations have the appropriate equipment including furniture, audio/visual equipment and that the classroom is handicapped accessible, including restroom facilities.

Field training requires that employees take students out onto the transit system. Extensive, in-depth knowledge of routes, schedules and fares is required. Travel trainers shall be prepared to travel to and from trainee meeting location(s) throughout the service area. Travel trainer shall always be familiar with a training area before taking a trainee. Trainer shall be prepared with location(s) of public restrooms and fire/police/rescue numbers and locations along training route.

Travel Training Personnel

The role of the trainer is key to the success of the program. Individuals who provide training must possess excellent customer service skills. They must have a detailed knowledge of the transit system and familiarity with the service area that students will be traveling to and from. A willingness to help individuals achieve independence in traveling and sound judgment is required. Trainers must possess a high school education; college degrees in teaching or public administration are preferred. Travel trainers must demonstrate knowledge and skills in the performance of travel instruction and should have successfully completed a course of study in travel instruction or have worked as a travel trainer for no less than five years. A travel trainer must be able to demonstrate knowledge and proficiency in the skills and competencies as articulated in the Easter Seals Project ACTION manual titled *Competencies for the Practice of Travel Instruction and Travel Training.* Trainers must pass background investigations as required by MTA employees and Operators.

Bidders to this RFP must submit resumes of all personnel who will be providing travel training, administrative assistance or management to the MTA. The MTA must approve all Contractor personnel both initially and on an on-going basis.

Pricing

MTA requests a 2 fee pricing structure. The first fee will be a monthly management fee which would include all non-direct travel training expenses in support of the travel trainer(s). Typical expenses included in the management fee are: management/supervision, administrative support, equipment expense, office expense, etc. The MTA will supply a satellite office in our facility for the travel trainer to use on an as-needed basis. This office will be supplied with phone and access to the MTA network including printing equipment while in the MTA office. The second fee would cover the direct travel trainer expense including preparation, actual training, travel, reporting and follow-up. The travel training expense should be charged as an hourly rate.

MTA estimates the following levels of training for the 1 year contract and the 2 optional years. This is not a guarantee of business.

	Individual training	Outreach	Classroom
Year 1	60	10	10
Year 2	80	20	10
Year 3	100	25	10

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.

SOLICITATION REQUIREMENTS

Award to be made on the basis of the lowest evaluated bid price based on a combination of 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.

ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendre to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

3. (State 'none' or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date: court, official, or administrative body; and the sentence or disposition, if any.) _____

_____

I ACKNOWLEDGE THAT THIS AFFIDAVIT is to be furnished to the Procurement Officer and may be distributed to boards, commissions, administrations, departments and agencies 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 or the Contract 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 the Contract shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, and any office or agency of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms or covenants undertaken by the above Contractor in repect to (1) this Affidavit, (2) the Purchase Order, and (3) other Affidavits comprising part of the bid or proposal documents associated with the Purchase Order.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____
(Signature)

_____
(Printed or Typed Name)

_____
(Date)

_____
(Telephone Number)

_____
(Company Federal I.D. or Social Security Number)

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.

.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)