

**MDOT**  
**MARYLAND TRANSIT ADMINISTRATION**

**METRO RAIL DIVISION**  
**5801 WABASH AVENUE.**  
 Baltimore, Maryland 21215

**FAX: (410) 454-7395**

**QUOTATION REQUEST**

QUOTATION  
REQUEST NUMBER

111111-IM

<b>AGENCY CODE</b>  29-08-01-02	<b>PROCUREMENT ADMINISTRATOR</b> Ivory L Moore	<b>TELEPHONE</b> (410)  454-7355	<b>REQUEST DATE</b>  October 20, 2011	<b>DUE DATE OF QUOTATION</b>  11/11/2011 2:00PM
---------------------------------------	---	---	---	--

**~~BID BOARD COPY~~**

**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:  
 1515 WASHINGTON BLVD., BALTIMORE, MD 21230     5801 WABASH AVE., BALTIMORE, MD 21215     344 W. NORTH AVE., BALTIMORE, MD 21217  
 5 AMTRAK WAY, BWI AIRPORT, MD 21240     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 THIS QUOTATION IN INK.
- 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 ISSUE	UNIT PRICE
<b>MODBUS PROTOCOL CONV RS232 / RS485 - GUTOR OG-0399924B</b>	<b>10</b>	<b>EA</b>	
<b>PLUG FUSE 5 X 20 4A - GUTOR 516-9225</b>	<b>6</b>	<b>EA</b>	
<b>The above reference call out is to maintain compatibility for Gutor UPS Systems currently is use. Substitution or Alternates submissions will be considered Non Responsive</b>			

**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**

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 contendere 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 respect 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 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.