

MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
 1331 S. Monroe St. • Baltimore, Maryland 21230-1713
 (410) 454-7882
REQUEST FOR QUOTATION

QUOTATION REQUEST NUMBER 3061-CN
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PROCUREMENT ADMINISTRATOR Cynthia Nurse	TELEPHONE 410 454-7883	REQUEST DATE 12/27/2011	THIS QUOTATION MUST BE RETURNED BY 2:00 P.M. ON DATE AT RIGHT TO THE ABOVE ADDRESS →	DUE DATE OF QUOTATION 1/17/2012
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BIDDERS NAME & ADDRESS
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BID OPENING: 1/17/2012 @ 2:00pm
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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 OF 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
 OTHER _____
- STATE FIRM DELIVERY AFTER RECEIPT OF ORDER _____ WEEKS. FAILURE TO INSERT DELIVERY INFORMATION WILL RESULT IN DISQUALIFICATION OF YOUR QUOTATION.
- QUOTATIONS MUST BE SUBMITTED WITH 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 align="center">BUS NEW FLYER AND OTHER ELECTRICAL PARTS</p> <p>THIS CONTRACT IS FOR THREE YEARS WITH 2 ONE-YEAR RENEWAL OPTIONS.</p> <p>PLEASE USE THE ATTACHED ITEMIZED LIST FOR YOUR QUOTES.</p> <p>NOTE: IF A MULTI-YEAR CONTRACT THE FOLLOWING APPLIES</p> <p>Quantity is estimated annual usage and may be adjusted without penalty. releases will be made as required and confirmed in writing. Prices will be made firm for a minimum of 12 months. Deliveries not made within the quoted lead time will be cause for purchase order cancellation at the discretion of the MTA.</p>			

FOB = Freight must be included in individual items.

SMALL BUSINESS PREFERENCE 5%
 MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION NOTICE

Request for Quotation

Quotation must be returned by 2:00 pm on 1/17/12 to address below

RFQ # 3061

Requesting Quote From

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

Ship To:

Contact:
 Phone:

Buyer: Cynthia Nurse
 Phone: 410-454-7893
 Email: Cnurse@mta.maryland.gov

Fax: 410-454-7892

NOT A PURCHASE ORDER

Item #	OEM #	OPM #	Vendor #	QTY	Order Unit	Required Date	Lead Time	Vendor Quantity	Vendor Unit	Quote Net Unit Price
1	B93-10033	252523		140.00	EA					
	ASSEMBLY-LAMP,SEALED BEAM '04 NEW FLYER									
2	B93-10034	044838		20.00	EA					
	ASSEMBLY-HEADER LAMP,W/PACK '04 NEW FLYER									
3	B93-10035	048337		50.00	EA					
	STEPWELL-LAMP ASSEMBLY '04 NEW FLYER									
4	B93-10036	114235		8.00	EA					
	DOME LAMP ASM '04 NEW FLYER									
5	B93-10037	249373		75.00	EA					
	LAMP ASSEMBLY-DOME, MODEL 40, '04 NEW FLYER, '09 NEW FLYER HED									
6	B93-10038	5925469		4.00	EA					
	LIGHT-FAREBOX '04 NEW FLYER LUM 0102869001									
7	B93-10039	6331195		30.00	EA					
	BALLAST '04 NEW FLYER 7D51201									
8	B93-10040	098319		2.00	EA					
	CHIME-ELECTRIC (NO/BOX) '04 NEW FLYER, '09 NEW FLYER HED 500-648116FA									
9	B93-10041	5955643		4.00	EA					
	SWITCH-CHIME W/O COVER '04 NEW FLYER, '09 NEW FLYER HED									
10	B93-10042	8310674		6.00	EA					
	SWITCH-STOP REQ'D. '04 NEW FLYER, '09 NEW FLYER HED									
11	B93-10043	002174		3.00	EA					
	RECTIFIER BRIDGE '04 NEW FLYER, '09 NEW FLYER HED									
12	B93-10044	017328		3.00	EA					
	BREAKER-2.5A ETA MAN '04 NEW FLYER, '09 NEW FLYER HED									
13	B93-10045	017329		7.00	EA					
	BREAKER-8A ETA MAN '04 NEW FLYER, '09 NEW FLYER HED									

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14	B93-10046	018192	55055-01			30.00	EA
	SWITCH-LONG TOGGLE 04 NEW FLYER,09 NEW FLYER HED						
15	B93-10047	020140				8.00	EA
	BREAKER-10A,ETA MAN 04 NEW FLYER,09 NEW FLYER HED						
16	B93-10048	020143				75.00	EA
	BREAKER-20A ETA MAN 04 NEW FLYER,09 NEW FLYER HED						
17	B93-10049	020144				3.00	EA
	BREAKER-25A ETA MAN 04 NEW FLYER,09 NEW FLYER HED						
18	B93-10050	106614				50.00	EA
	RELAY-24V,SPDT W/DIODE 04 NEW FLYER,09 NEW FLYER HED						
19	B93-10051	110103	59430442			6.00	EA
	CONTROLLER-BUS DOOR 04 NEW FLYER,09 NEW FLYER HED						
20	B93-10052	120425				20.00	EA
	SWITCH-ROTARY,REHOSAT 04 NEW FLYER HED						
21	B93-10053	218992				10.00	EA
	BREAKER-2A ETA MAN 04 NEW FLYER,09 NEW FLYER HED						
22	B93-10054-X	399340	399340			4.00	EA
	MODULE-VMM 2820 04 NEW FLYER						
23	B93-10055	245969				70.00	EA
	SWITCH-REMOTE MIRROR KEYPAD 04 NEW FLYER,09 NEW FLYER HED						
24	B93-10056	246374				5.00	EA
	SWITCH-4 POS ROTARY 04 NEW FLYER						
25	B93-10057-X	248498				24.00	EA
	MODULE-VMM 1210 '04 NEW FLYER						
26	B93-10058	251117				3.00	EA
	THERMOSTAT-AMB AIR 280F 04 NEW FLYER						
27	B93-10060	5951270				10.00	EA
	SWITCH-MASTER 7 PRG 04 NEW FLYER,09 NEW FLYER HED						
28	B93-10062	8110729				10.00	EA
	SWITCH-TOGGLE SPST 04 NEW FLYER,09 NEW FLYER HED						
29	B93-10063	8111698				4.00	EA
	SWITCH-TOGGLE SPDT 04 NEW FLYER						
30	B93-10064	8112123				20.00	EA
	INDICATOR-LIGHT 04 NEW FLYER,09 NEW FLYER HED						
31	B93-10065	8112304				2.00	EA
	SWITCH-TOGGLE SPDT 04 NEW FLYER,09 NEW FLYER HED						
32	B93-10066	8210211				60.00	EA
	SWITCH-PUSH BUTTON, ENGINE, SIDE CONSOLE 04 NEW FLYER,09 NEW FLYER HED						
33	B93-10067	061802	PK 0004-NF			3.00	EA
	TIMER-24V,DIGITAL,PROHEAT 04 NEW FLYER						
34	B93-10068	138559				20.00	EA
	ALARM-BACK-UP '04 NEW FLYER,09 NEW FLYER HED						
35	B93-10069	082855	08-2855			1.00	EA

Request for Quotation

36	B93-10071	HEATER-FLR SS, BRUSHLESS MTR	'04 NEW FLYER	2.00	EA
		227248			
37	B93-10072	DEFROSTER-24V LITTON MOTOR	OAR '04 NEW FLYER	100.00	EA
		6388561	V7-2B17D8-048		
38	B93-10073	SWITCH-MICRO	'04 NEW FLYER	100.00	EA
		6329973			
39	B93-10074	VALVE-HEATER	'04 NEW FLYER	14.00	EA
		6337081			
		RELAY-24V	'04 NEW FLYER	14.00	EA
		6342389	15-1982		
40	B93-10075	ASSEMBLY-BLOWER/DEFROSTER, 24V,	'04 NEW FLYER, '09 NEW FLYER HED	14.00	EA
41	B93-10076	6342391		1.00	EA
42	B93-10077	MOTOR-24V	'04 NEW FLYER, '09 NEW FLYER HED	100.00	EA
		6341343	35-0437		
		ASSEMBLY-CONTROLLER, 24V	'04 NEW FLYER, '09 NEW FLYER HED	45.00	EA
		054663	138-102-0002		
44	B93-10080	FAN-DRIVER'S BOOSTER, ROTRON	'04 NEW FLYER	20.00	EA
		6309985	CJ1806001-008		
45	B93-10081	SWITCH-VARIABLE SPEED, 24V	'04 NEW FLYER	10.00	EA
46	B93-10082	001450		3.00	EA
		SWITCH-TOGGLE, SPDT	'04 NEW FLYER, '09 NEW FLYER HED	3.00	EA
		099153			
47	B93-10083	INDICATOR-STRIP LED RH	'04 NEW FLYER	3.00	EA
		110557	111215-5		
48	B93-10084	SWITCH-TOGGLE, SPDT	'04 NEW FLYER, '09 NEW FLYER HED	36.00	EA
		114045	6040		
49	B93-10085	SWITCH-DIMMER	'04 NEW FLYER, '09 NEW FLYER HED	50.00	EA
		204952			
50	B93-10086	POTENTIOMETER-10K ON-OFF	'04 NEW FLYER, '09 NEW FLYER HED	6.00	EA
		249472			
51	B93-10087	INDICATOR-STRIP, LED LEFT HAND	'04 NEW FLYER	24.00	EA
52	B93-10088	5925959		6.00	EA
		SWITCH-MODIFIED	'04 NEW FLYER, '09 NEW FLYER HED	6.00	EA
		5990041			
53	B93-10089	SWITCH-DIM HEADLIGHT	'04 NEW FLYER	2.00	EA
		504659-026			
55	B93-10091	CABLE-LUMINATOR FRONT SIGN FROM DASH	'04 NEW FLYER	2.00	EA
56	B93-10092	504820-004		2.00	EA
		CABLE-LUMINATOR FRONT SIDE FROM ODK	'04 NEW FLYER	2.00	EA
		504659-014			
57	B93-10093	CABLE-LUMINATOR FRONT TO SIDE SIGN	'04 NEW FLYER	30.00	EA
		46274			
58	B93-10096	CABLE-HOT WATER CONTROL, DEFROSTER	'04 NEW FLYER		

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59	B93-10097	8112361				6.00	EA
	CABLE-DAMPER CONTROL DEFROSTER '04 NEW FLYER, 09 NEW FLYER HED						
60	B93-10099	266194				5.00	EA
	REGULATOR-VOLTAGE, FUEL GAUGE '05 NEW FLYER						
61	B93-10100	5925084	10704-3			10.00	EA
	GROMMET-LAMP ASM KNEELING/LIFT WARNING '04,'05 NEW FLYER						
62	B93-10101	6342763	8043-3			350.00	EA
	CLAMP-TILLER/BELL CORD LINE NEW FLYER						
63	B93-10103	104559				700.00	EA
	CONNECTOR-2 WAY TOWER, BACK-UP LAMP NEW FLYER/NEOPLAN						
	BACK-UP LIGHTS, NEW FLYER/NEOPLAN						
64	B93-10104	090405				50.00	EA
	BRACKET-LAMP ASM LICENSE PLATE						
65	B93-10105	027985				100.00	EA
	SWITCH-BATTERY DISCONNECT NEW FLYER						
66	B93-10118	507185001				20.00	EA
	COVER-POWER SUPPLY, G4 HORIZON FRONT SIGN, NEW FLYER						
67	B93-10119	130634				1.00	EA
	ASM-LIGHT, 72" MODULE, NEW FLYER						
68	B93-10120	260987	260987			20.00	EA
	SPEEDOMETER, '05 NEW FLYER ONLY						
69	B93-10121	142768				2.00	EA
	DOOR ASM-FUSEBOX, ELECTRICAL PANEL COVER, NEW FLYER						
70	B93-10122	6308472				12.00	EA
	SOCKET-TELESCOPIC,FLUORESCENT LIGHTS NEW FLYER						
71	B93-10125	249824				32.00	EA
	LIGHT-SENSOR,DASH FIRE LIGHT NEW FLYER						
72	B93-10128	221607	IW5008			24.00	EA
	SWITCH-INDUCTIVE PROXIMITY,BATTERY DISCONNECT NEW FLYER						
73	B93-10130	507252-001				10.00	EA
	POWER SUPPLY-LUMINATOR, GEN 4, NEW FLYER						
74	B93-10131	161897				10.00	EA
	RESISTOR-FUEL SENDER, 1150 OHMS						
75	B93-10174	255804				10.00	EA
	MODULE-POCKET GATEWAY,REAR VMM PANEL ASSY MULTIPLEX NEW FLYER						
76	B93-10175	145508				4.00	EA
	CABLE-POWER,BATTERY BUS BAR TO DISCONNECT SWITCH PS1PC						
77	B93-10176	251491				1.00	EA
	CABLE-POWER,DISCONNECT SWITCH TO SD PS60PC						
78	B93-10177	251531				1.00	EA
	CABLE-POWER,DISCONNECT SWITCH TO SD PS61PC						
79	B93-10178	251577				1.00	EA
	CABLE-POWER, BATTERY TO DISCONNECT SWITCH PS3PC						

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80	B93-10179	251575	1.00	EA
	CABLE-POWER,BATTERY TO DISCONNECT SWITCH PS29PC			
81	B93-10180	253443	1.00	EA
	CABLE-POWER,DISCONNECT SWITCH TO REAR SD PS19PC			
82	B93-10181	142813	1.00	EA
	CABLE-POWER,BATTERY BUS BAR TO REAR SD PS19PC			
83	B93-10182	252636	6.00	EA
	CABLE-POWER,BATTERY TO BATTERY,PS4PC NEW FLYER			
84	B93-10183	255877	10.00	EA
	CABLE-POWER,BATTERY TO BATTERY,PS5PC NEW FLYER			
85	B93-10184	255879	4.00	EA
	CABLE-POWER,BATTERY TO BATTERY,PS5PC NEW FLYER			
86	B93-10185	252615	8.00	EA
	CABLE-POWER,BATTERY TO BATTERY,PS9PC NEW FLYER			
87	B93-10186	243097	14.00	EA
	HOLDER-FUSE,BATTERY DISCONNECT CABLE_NEW FLYER (Go with B93-10189 & 10190)			
89	B93-10188	251522	24.00	EA
	FUSE-60 AMP,BATTERY DISCONNECT CABLE_NEW FLYER			
90	B93-10189	ALPHFIT22134BLUE	20.00	EA
	TUBING-HEAT SHRINK 3/4 X 4' BLUE H.S.			
91	B93-10190	ALPHFIT22134RED	24.00	EA
	TUBING-HEAT SHRINK 3/4 X 4' RED H.S.			
92	B93-10191	251629	3.00	EA
	CABLE-FUSEBOX TO STARTER, PS02PC 04_05 NEW FLYER			
93	B93-10192	1-776163-1	25.00	EA
	CONNECTOR-VMM 2820,35 PIN, J1 & J3 NEW FLYER			
94	B93-10193	6346900	10.00	EA
	CONNECTOR-MATING,VMM 2820 NEW FLYER			
99	B93-10198	213905-1	20.00	EA
	CONNECTOR-MATING,VMM 2820,J4 NEW FLYER			
100	B93-10200	158563	12.00	EA
	CONNECTOR-VMM2820,35 PIN,J1 & J3 NEW FLYER			
101	B93-10203	158565	10.00	EA
	CONNECTOR-VMM2820,3 PIN,J4,CPC TYPE NEW FLYER			
102	B93-10204	158566	20.00	EA
	TERMINAL-MATING,VMM 2820,8-10 AWG,J4 NEW FLYER			
103	B93-10205	158567	15.00	EA
	CONNECTOR-18 POSITION,J1,VMM 1210 NEW FLYER			
104	B93-10207	12040921	10.00	EA
	PIN-J2,18 PIN MULTIPACK,VMM 1210 NEW FLYER			
105	B93-10209	12033997	25.00	EA
	CONNECTOR-MATING,J3 & J4,VMM1210 NEW FLYER			
106	B93-10211	154490	12.00	EA

Request for Quotation

CONNECTOR-18 POSITION,J2,VMM 1210	NEW FLYER		
107B93-10218	316922	A2-330	3.00 EA
REGULATOR-VOLTAGE, A2-330	08 NEW FLYER AHED		
108B93-10219	094939		10.00 EA
RELAY-24V, 100A	08 NEW FLYER AHED, 09 NEW FLYER HED		
108B93-10220	017533		2.00 EA
FUSE-LIMITER, 200A	8 NEW FLYER AHED, 09 NEW FLYER HED		
110B93-10221	027577		2.00 EA
FUSE-LIMITER, 300A	08 NEW FLYER AHED		
111B93-10222	172950		2.00 EA
BREAKER-6A, LONG DELAY	08 NEW FLYER AHED, 09 NEW FLYER HED		

SMALL BUSINESS PREFERENCE: 5%

MINORITY BUSINESSES ARE ENCOURAGED TO PARTICIPATE.

Request for Quotation

INSTRUCTIONS:

1. Quotations shall include delivery of the 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 purchase order and delivery), **in days**, for each item quoted. Failure to insert delivery information may result in disqualification of quotation.
3. Quotations must be submitted with 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 90 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:

1. 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 preference when applicable.
2. In the event of a single line item award, the awarded vendor will not impose a minimum dollar value. If they do, the single line item will be awarded to the next lowest evaluated bidder.

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 of \$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.

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
MARYLAND TRANSIT ADMINISTRATION
TERMS AND CONDITIONS
(MANDATORY)

1. **GENERAL**

The following are mandatory terms and conditions to be included in all purchase orders. EXCEEDING \$25,000 it is also MTA'S policy to extend the inclusion of the following terms and conditions to all purchase orders under \$25,000
- 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 or 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 or 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 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."

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
MARYLAND TRANSIT ADMINISTRATION
TERMS AND CONDITIONS
(MANDATORY)

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. **FUND AVAILABILITY**
"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**
"Contractor 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 description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this 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."

MTA'S POLICY

- **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."
- **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."
- **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 percentage 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."

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.01 Public Information Act Notice.

A public information act notice is a mandatory provision for all requests for proposals. The following notice is preferred:

"Offerors should give specific attention to the identification of those Portions of their proposals that they deem to be confidential, proprietary Information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article Title 10 Subtitle 6, Annotated Code of Maryland."

.05 No visual Access Clause.

Except as provided in §B of this regulation, the following clause is a mandatory provision for each invitation for bid under COMAR21.05.02 or request for proposals under COMAR 21.05.03 for the purchase of new or upgraded information technology:

"The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and non visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non visual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non visual access will not increase the cost of the information technology by more than 5 percent".

"For purposes of this regulation, the phrase 'equivalent access 'Means the ability to receive, use, and manipulate information and Operate controls necessary to access and use information technology By non visual means. Examples of equivalent access include keyboard Controls used for input and synthesized speech, Braille, or other audible or tactile means used for output."

B. The non visual access clause is not required if the Procurement Officer makes a determination that:

The information technology is not available with non visual access because the essential elements of the information technology are visual and non visual equivalence cannot be developed; or

The cost of modifying the information technology for compatibility with software and hardware used for non visual access would increase the cost of the procurement by more than 5 percent.

C. The procurement officer may request such documentation as is reasonably necessary to implement this regulation.

.06 Arrearages.

An arrearages clause is a mandatory provision for all solicitations; the language may be varied but shall contain the following information:

"By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract Award."

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.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.

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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;

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(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):

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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

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(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;

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(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,

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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)

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STATE PROCUREMENT

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 YOUR KNOWLEDGE INFORMATION AND BELIEF.

Date: _____ By _____
(Authorized Representative and Affiant)

.08 Conflict of Interest.

A. Definitions.

(1) In this regulation, the following terms have the meanings Indicated.

(2) Terms Defined.

(a) "Conflict of interest" means that, because of other activities or relationships with other persons:

- (i) A person is unable or potentially unable to render impartial Assistance or advice to the State;
- (ii) The person's objectivity in performing the contract work is or might be otherwise impaired; or
- (iii) A person has an unfair competitive advantage,

(b) Person,

(i) "Person" has the meaning stated in COMAR 21.01.02.01B (64).

(ii) "Person" includes a bidder, offeror, contractor, consultant, Or subcontractor or sub consultant at any tier, and also includes An employee or agent or any of them if the employee or agent has or Will have the authority to control or supervise all or a portion of the Work for which a bid or offer is made.

B. A solicitation that will result in the selection of a contractor

Who will assist a unit in the formation, evaluation, selection, award, Or execution of a State contract shall provide notice of the requirements of this regulation.

C. If the procurement officer makes a determination before award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the procurement officer may Reject a bid or offer under COMAR 21.06.02.03B.

PROCUREMENT METHODS 21.05.080

D. Termination.

(1) After award, the State may terminate the contract, in whole **Or in part, if it considers termination necessary to avoid an actual or Potential conflict of interest.**

(2) If the contractor knew or reasonably could have been expected To know of an actual or potential conflict of interest before or After award and did not disclose it or misrepresented relevant information To the procurement officer, the State may terminate the contract For default, institute proceedings to debar the contractor from Further State contracts, or pursue other remedies as may be permitted By law or the contract.

E. A conflict of interest may be waived if the procurement officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the Reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

**MARYLAND TRANSIT ADMINISTRATION
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F. A bidder or offeror responding to a solicitation that will result In the selection of a contractor who will assist a unit in the formation, **Evaluation, selection, award, or execution of another State contract** Shall provide the affidavit and disclosures set forth in §G of this regulation To the procurement officer with the bid or offer and at other Times as may be required by the procurement officer.

G. The affidavits and disclosures required by §F of this regulation shall be in substantially the same form as follows:

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or Relationships WITH other persons, a person is unable or potentially Unable to render impartial assistance or advice to the State, or the Person's objectivity in performing the contract work is or might be Otherwise impaired, or a person has an unfair competitive advantage.

B. Person" has the meaning stated in COMAR 21.01.02.01B (64) And includes a bidder, offeror, contractor, consultant, or subcontractor Or sub consultant at any tier, and also includes an employee or agent Of any of them if the employee or agent has or will have the authority To control or supervise all or a portion of the work for which a bid or Offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, **Below, there are no relevant facts or circumstances now giving rise or** Which could, in the future, give rise to a conflict of interest.

STATE PROCUREMENT

D. The following facts or circumstances give rise or could in the future Give rise to a conflict of interest (explain detail--attach additional Sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of Interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a Description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of Interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the Procurement officer of any contrary action to be taken.

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: _____

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STATE PROCUREMENT

21.05.08.09

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component.
Indicate the unit of measure being used.

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 of 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 constructed to supersede, amend, modify, 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 DECLASRE 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

_____ By _____
Date Signature

Print Name: _____
Authorized Representative and Affiant

MARYLAND TRANSIT ADMINISTRATION
MATERIAL MANAGEMENT DEPARTMENT

PART NUMBER VERIFICATION REQUEST

VENDOR: DATE:

Please review the following information. The part number/s ordered do not coincide with the part number/s referenced on your packing slip. In the space provided, please explain the reason (i.e. superceded part number), verifying that there has been no change to form, fit, or function and that the variance in part numbers represent only a superceded number.

MTA PO Number	MTA Part Number	Description	Part Number Ordered	Part Number on Packing Slip	Explanation/Comments

Researched and verified that there is no change to form, fit, or function and that the variance in part number represents only a superceded part number. This verification has been substantiated and researched by:

Vendor Representative: Title:

Vendor Representative: _____ Signature _____ Date: _____

MTA Office Use Only

Received By: Date:

Approved By: _____ Date: _____

System Updated By: _____ Date: _____