

MARYLAND TRANSIT ADMINISTRATION

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

QUOTATION
 REQUEST NUMBER
RFQ 3800-BH

REQUEST FOR QUOTATION

Brenda Hayes	TELEPHONE (410) 454-7885	REQUEST DATE 8/15/2012	THIS QUOTATION MUST BE RETURNED BY 2:00 P.M. ON DATE AT RIGHT TO THE ABOVE ADDRESS	DUE DATE OF QUOTATION 09/03/2012
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**Bid Opening Date
 & Time**
9/03/2012@ 2:00PM

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 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 :

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.
7. 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>Addendum I</p> <p>See RFQ 3800-BH (1) had additional page on the RFQ .</p> <p>All bid packages must be complete or they will be deemed non-responsive. You must submit all paper work required in bid package. Any potential updates will take place on e- Maryland Market Place. Please review the following.</p> <p><u>Bid Documents are to be mailed to : MTA Purchasing 1331 South Monroe 2nd floor St Balto, Md. 21230 Attention Purchasing Department – Ref Bid No : RFQ-3800-BH Due by 2:00PM no acceptations on 08/31/2012@ 2:00PM.</u></p> <p>Please forward any questions to e-mail Bhayes1@mta.maryland.gov. Please note the Bid number with your question.</p> <p>There will be no verbal answers. Only written questions will be addressed.</p>			

**BIDS WILL ONLY BE ACCEPTED BY VENDORS WHO ARE REGISTERED WITH EMARYLAND MARKETPLACE AND/OR THE MTA WEBSITE
 SMALL BUSINESS PREFERENCE 5%
 MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION NOTICE**

**ANY EQUAL TYPE OR MODEL SUBMITTED SHALL BE ACCOMPANIED BY CATALOG INFORMATION AND SPECIFICATION AND MUST
 BE APPROVED BY QA AND SAFTEY BEFORE PRIOR TO AWARD.**

MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
 1331 S. Monroe St. • Baltimore, Maryland 21230-1713
 (410) 454-7882 (410) 454-7892

QUOTATION REQUEST NUMBER RFQ 3800-BH

REQUEST FOR QUOTATION

Brenda Hayes	TELEPHONE (410)	REQUEST DATE	THIS QUOTATION MUST BE RETURNED BY 2:00 P.M. ON DATE AT RIGHT TO THE ABOVE ADDRESS	→	DATE OF QUOTATION
	454-7885	8/14/2012			

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Bid Opening Date & Time 9/03/2012@ 2:00PM

INSTRUCTIONS

- QUOTATION TO INCLUDE DELIVERY OF FOLLOWING ITEMS F.O.B. DESTINATION, INCLUSIVE OF ALL CHARGES, I.E. PLATFORM OR DOORWAY TO SHIP TO ADDRESS INDICATED:
 1331 S. MONROE STREET, BALTO. MD 21230
 5801 WABASH AVE., BALTO, MD 21215
 344 W. NORTH AVE., BALTO, MD 21217
 5 AMTRAK WAY, BWI AIRPORT, MD 21240
- OTHER :
- STATE FIRM DELIVERY** AFTER RECEIPT OF ORDER _____ WEEKS. FAILURE TO INSERT DELIVERY INFORMATION MAY RESULT IN DISQUALIFICATION OF YOUR QUOTATION
- QUOTATIONS MUST BE SUBMITTED ON THIS FORM. EQUIVALENT ITEMS SHALL BE CONSIDERED BUT ONLY IF ACCOMPANIED BY SPECIFICATIONS AND OR DESCRIPTIVE LITERATURE
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- THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE REGULATIONS AND THE PURCHASING DEPARTMENT GENERAL RULES AND REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION.
- A PURCHASE ORDER WILL ACKNOWLEDGE ACCEPTANCE OF YOUR OFFER HEREON. ANY RESULTANT PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS WHICH ARE ATTACHED.

DESCRIPTION	QUANTITY	UNIT ISSUE	UNIT PRICE
<p>Services to be rendered: On-Site, Instructor LED Telephone Skills Training for Transit Information Contact Center and the Mobility Contact Center. (See attached RFQ 3800 for specifications and dates)</p> <p>All bid packages must be complete or they will be deemed non-responsive. You must submit all paper work required in bid package. Any potential updates will take place on e- Maryland Market Place. Please review the following.</p> <p><u>Bid Documents are to be mailed to : MTA Purchasing 1331 South Monroe 2nd floor St Balto, Md, 21230 Attention Purchasing Department – Ref Bid No : RFQ-3800-BH Due by 2:00PM no acceptations on 08/31/2012@ 2:00PM.</u></p> <p>Please forward any questions to e-mail Bhayes1@mta.maryland.gov. Please note the Bid number with your question.</p> <p>There will be no verbal answers. Only written questions will be addressed.</p>			

**BIDS WILL ONLY BE ACCEPTED BY VENDORS WHO ARE REGISTERED WITH EMARYLAND MARKETPLACE AND/OR THE MTA WEBSITE
 SMALL BUSINESS PREFERENCE 5%
 MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION NOTICE**

**ANY EQUAL TYPE OR MODEL SUBMITTED SHALL BE ACCOMPANIED BY CATALOG INFORMATION AND SPECIFICATION AND MUST
 BE APPROVED BY QA AND SAFTEY BEFORE PRIOR TO AWARD.**

Request for Quotation

Quotation must be returned by 2:00 pm on 03-Sep-2012 to address below

RFQ # 3800

Request Date: 10-AUG-2012

Requesting Quote From

Return To:

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

Ship To:

Buyer:

Brenda Hayes

Contact:

Phone:

410-454-7885

Phone:

Email:

BHayes1@mtamaryland.com

NOT A PURCHASE ORDER

Item #	OEM #	OPM #	Vendor #	QTY	Order Unit	Required Date	Lead Time	Vendor Quantity	Vendor Unit	Quote Net Unit Price
1	924-35			1.00						

IN -SERVICE TRAINING (FOR EMPLOYEES)
On Site Instructor LED Telephone Skills Training Skills for Transit
Information Contact Center and the Mobility Contact center .

Observation & Coaching for Supervisory Training Staff is included :

Details :

- 1.) Observation of Listing to callcenter personnel .
 - 2.) Training One Day for 40 + people in transit info
Location : (TICC) . Transit Information Contact Center
Date: Saturday September 22 , 2012
Observation and Assessment Day : September 21 , 2012
Coaching Day : September 20 , 2012
 - 3.) Training 1/2 Day sessions (3) for 83 Mobility People .
Location : Mobility
4201 Patterson Ave
Baltimore, Maryland 21215
- Dates September 25,26 & 27 2012

Request for Quotation

Observation & Assesment Day : September 20, 2012

Coaching Day : September 20, 2012

- 4.) Coaching For Supervisory Staff & Trainers.
- 5.) All Travel & Training included in Price
- 6. Transit Information
- 7.) Mobility
- 8.) Fees for materials ,handouts , shipping , training and travel .

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.

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
MARYLAND TRANSIT ADMINISTRATION
Mandatory Terms and Conditions

1. GENERAL

The following are mandatory terms and conditions to be included in all purchase orders EXCEEDING \$25,000. It is also Maryland Transit Administration's (MTA) 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 general 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 contract 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 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 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

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
MARYLAND TRANSIT ADMINISTRATION
Mandatory Terms and Conditions

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 contractor 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, 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.

9. ANTI-BRIBERY

The contractor warrants that 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.

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 Street, 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, 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 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 of 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).

**MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
MARYLAND TRANSIT ADMINISTRATION
Mandatory Terms and Conditions**

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 21.07.01.11(B).

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 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 fees that may arise from or in any way be associated with the performance or operation of this agreement.

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
MARYLAND TRANSIT ADMINISTRATION
Mandatory Terms and Conditions

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

1. 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.

2. ASSIGNMENT

The purchase order and the monies which may become due hereunder are not assignable except with the prior written approval of the procurement officer.

3. 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 nonresident 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 nonresident firm is located. This provision shall not apply if it conflicts with any federal grant or regulation affecting this contract.

MARYLAND TRANSIT ADMINISTRATION
Mandatory Written Solicitation Requirements

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 of the Contract is subject to applicable laws of the United State and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or 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 to 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 Purchased Order.

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

Signature

Date

Printed or Typed Name

Telephone

Company Federal ID or Social Security Number

MARYLAND TRANSIT ADMINISTRATION
Mandatory Written Solicitation Requirements

.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 COMAR 21.05.02 or request for proposals under COMAR 21.05.03 for the purchase of new or upgraded information technology:

- A. "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"
- (1) 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
 - (2) 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 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."

MARYLAND TRANSIT ADMINISTRATION
Mandatory Written Solicitation Requirements

.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 proposal 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.

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(6) 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 follow (indicate the reasons why the affirmation

MARYLAND TRANSIT ADMINISTRATION
Mandatory Written Solicitation Requirements

cannot be given and list any convictions, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) or 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 employee 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 anti-trust 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 anti-trust 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

MARYLAND TRANSIT ADMINISTRATION
Mandatory Written Solicitation Requirements

- (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 or 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

MARYLAND TRANSIT ADMINISTRATION
Mandatory Written Solicitation Requirements

- (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 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

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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

(Application 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 assigning 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 abuses 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;

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- (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 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 and 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 provision 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:

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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.

By: _____
(Signature of Authorized Representative and Affiant)

Date: _____

(Typed or Printed Name and Title)

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.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.

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.

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:

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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.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in 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.

By: _____
(Signature of Authorized Representative and Affiant)

Date: _____

(Typed or Printed Name and Title)

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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 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.

By: _____
(Signature of Authorized Representative and Affiant)

Date: _____

(Typed or Printed Name and Title)