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

REQUEST FOR QUOTATION

QUOTATION REQUEST NUMBER
RFQ -3584- BH

Brenda Hayes	TELEPHONE (410) **454-7885**	REQUEST DATE 12/21/11	THIS QUOTATION MUST BE RETURNED BY 2.00 P.M. ON DATE AT RIGHT TO THE ABOVE ADDRESS →	DUE DATE OF QUOTATION 1/09/2012

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 : See locations in bid documents Locations vary Please read bid package

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
Please quote the following item: The contractor shall furnish all materials, labor, equipment, and supervision as specified for the removal of snow and / ice from all roadways, parking areas and vehicle entrances for the Maryland Transit Administration Light Rail Stations.			

The purchase order will be effective for 3 years (from–to) with 2-one year renewals. Quoted prices will be fixed for 12 month period any changes in price beyond 12 months must be submitted in writing and directed to the Purchasing Manager .

Bid Documents are to be mailed to : MTA Purchasing 1331 South Monroe 2nd floor St Balto,Md. 21230 Attention Purchasing Department – RFQ f Bid No 3584-BH Due by 2:00PM no acceptations on 1/09/2012.

Please forward any questions to e-mail Bhayes1@mta.maryland.gov. **Please note the Bid number with your question.**

SMALL BUSINESS PREFERENCE 5%

Award will be made in whole or in part, whichever is most advantageous to the Maryland Transit Administration and the State of Maryland.
MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION NOTICE

Request for Quotation

Quotation must be returned by 2:00 pm on **09-Jan-2012** to address below

RFQ # 3584 **Request Date:** 12-DEC-2011

Requesting Quote From

Return To: **MARYLAND TRANSIT ADMINISTRATION**
PURCHASING DEPARTMENT
1331 S. MONROE STREET
BALTIMORE, MARYLAND 21230-1713
Fax: 410-454-7892

Buyer: Brenda Hayes
Phone: 410-454-7885
Email: BHayes1@mtamaryland.com

Ship To: MTA - LIGHTRAIL STOREROOM
344 W. NORTH AVE.
BALTIMORE, MD 21217

Contact: RECEIVING DEPARTMENT
Phone: 410-454-7652

NOT A PURCHASE ORDER

Item #	OEM #	OPM #	Vendor #	QTY	Order Unit	Required Date	Lead Time	Vendor Quantity	Vendor Unit	Quote Net Unit Price
NSL0801				1.00						

OUTSIDE CONTRACTED SERVICES
Grand Total of RFQ Sheet for pricing Includes the following :

SECTION /SITE ONE (1)

Quote the following Hourly Rates: CROMWELL and NORTH LINTHICUM
Quote the following Hourly Rates: TIMONIUM and WARREN ROAD

Section/Site one + two for three years = $

Grand Total

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.

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION

CONTRACT SPECIFICATION BOOK

REMOVAL OF SNOW / ICE FROM

Light Rail Stations

BID NO : RFQ 3584-BH
JANUARY 20TH 2011

MARYLAND TRANSIT ADMINISTRATION

REMOVAL OF SNOW/ ICE – LIGHT RAIL STATIONS
(LOCATIONS ARE IN SPECIFICATIONS)
PURCHASE ORDER SPECIFICATIONS BOOK

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MARYLAND TRANSIT ADMINISTRATION

SNOW REMOVAL

I. PURPOSE

The Maryland Transit Administration Light Rail network consists of a main north-south line that serves 28 of the system's 33 stops; a spur in Baltimore city that connects a single stop (Penn Station) to the main line; and two branches at the south end of the line that serve two stops a piece. The Sole purpose of this Request for Quotation is for snow removal for our Maryland Transit Administration (MTA) Light Rail Locations listed in this document.

The contractor shall furnish all materials, labor, equipment, and supervision as specified for the removal of snow and / ice from all roadways, parking areas and vehicle entrances for the Maryland Transit Administration Light Rail Stations.

The MTA may call the Contractor in for services when a snow fall of one (1) inch or more is anticipated.

NOTE: Contractor's failure to make site inspections prior to bid will be at their own risk.

II. Location and Equipment Required at each Station :

Section / Site One :

Lightrail Parking Lots

- Comwell – one loader, minimum 3 yd.
- North Lithicum –one loader , minimum 1.5 yd.

Section / Site Two :

Light Rail Station parking lots:

- Timonium- one loader minimum, 3yd.
- Warren Road – one loader minimum 2 yd.

III. Time Service to be Rendered

A. The MTA will notify the contractor by telephone at lease four (4) hours prior to when services are needed. The MTA.will instruct the Contractor to which Light Rail stations are to have the snow and ice removed . The Contractor shall supply equipment , operators and one (1) Forman for the light Rail parking areas.

B. The Contractor shall guarantee that all the equipment and operators listed above will be available if they are notified by telephone at lease four (4) hours prior to service needed . If the MTA fails to notify the Contractor by scheduled time the Administration will be placed on a first come first serve basis.

C. Once the Contractor has been notified, the equipment and operators are to be on site unless otherwise directed by the MTA . If the roadways, parking areas and vehicle entrances are not cleared by 7:00AM the MTA reserves the right to stop the snow/ice removal operation and return that night at 9:00PM. The Administration will notify the contractor for additional work.

D. The Contractor Shall be compensated for time, travel at a maximum of one (1) hour each way .

E. The MTA reserves the right to have this equipment deployed to other properties, should the need arise before being released.

F. In the event of equipment failure, the Contractor shall attempt to replace or repair the equipment promptly, ut the MTA shall not be liable for the time the equipment is out of service. Should a replacement be required be required , the hourly rate will not start until the equipment arrives and is in service at the required location.

G. All charges/ hours for services provided will be verified and approved by the MTA authorized personnel on the job site. The Contractor shall provide copies the signed /work ticket shall accompany all corresponding invoicing.

IV.DURATION OF CONTRACT AND EXTENSION OPTIONS

A. This Contract is for a period of three year w/ 2 one year options to renew, beginning January 1, 2012 and ending December 31, 2015. The MTA shall have the unilateral right to extend the contract for up to four additional 12-month periods with the pricing structure here-in quoted.

B. All prices shall be firm for a minimum of twelve (12) months; after which time; the vendor may request in writing a change in price, including complete justification. The Procurement Manager will within fifteen (15) days after receiving such request, render a decision. If the decision is favorable, the purchase order will be amended effective thirty (30) days after the date of request; if the decision is unfavorable the vendor shall have the option of confirming the purchase order at the current price, or canceling the order. In no case will the total increase in price exceed 3% in any twelve (12) month period.

C. All tasks must be able started within 24 hours of the notice to proceed. The Maryland Transit Light Rail is a full service provider of public transportation.

V. INSURANCE REQUIREMENTS

A. The Contractor shall forward to the Administration prior to the time of execution of the Contract, a certificate of insurance issued by the insurer(s) and /or broker(s), including special endorsements. The contractor shall procure and pay for insurance specified herein issued by companies licensed and authorized to do business with The State of Maryland and who have minimum acceptable Best and/ or S& P rating.

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

1. Sixty (60) days prior to notice to the Administration of cancellation.

2. Inclusion of the Administration, Engineer and their Directors, officers, representatives, agents, and employees, as additional insurers as respect to work or operations in connection with the contract.
3. Endorsement providing that such insurance is primary insurance and no insurance of the Administration will be called in to contribute to the loss.
4. The Certificate of Insurance Shall include the Contract name and number for identification purposes.

5. The Contractor agrees to indemnify, defend and hold harmless the Administration. from and against all loss or expense (including cost and attorneys fees) by reason of liability imposed by the law upon the Administration for damages because of bodily injury , including death at any time arising from, sustained by any person or persons or on account of damage to property , including loss of use there of arising out or in consequence of performance of this contract, whether such injuries to person(s) or damage to property are due or claimed to be due to the negligence of

the Contractor, the Administration , their agents and employees, except only such injury or damage as shall have occasioned by sole negligence of the Administration. The above provisions are to be included in all subcontracts as specified here in under Paragraph D below

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

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

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

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

2. Owners Protective Liability: Provide and maintain during the life of this Contract and Owners Protective Liability policy, insuring the Administration, their agents servants and employees form loss and liability to a combined single limit of $2,000,000.00
3. Comprehensive Business Automobile Liability: The policy or policies shall cover all automobiles defined as motor vehicles, whether owned, non-owned leased or hired, to a minimum combined single limit for Bodily Injury and Property Damage of $2,000,000.00 an shall include, by endorsement a waiver of subrogation with respect to the Administration.

   Loading and unloading of any motor vehicle must be covered by endorsement to the automobile liability policy or policies.

4. Excess and/ or Umbrella Liability Insurance contains coverage restrictive than that in the underlying policies specified above. The required primary insurance shall be listed as underlying coverage in the first layer umbrella policy. The umbrella policies shall contain a minimum total occurrence and aggregated limit of $ 5,000.000.

5. Contractor shall maintain in force for the full period of this contract insurance cover in losses caused by pollution conditions that arise from the operations of contractor described in the underline scope of services of this contract. Insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup cost; and defense, including cost and expenses incurred in the investigation, defense or settlement claims . The policy of the insurance affording these required coverage's shall be written in the amount of at least $5,000.000 per loss, with an annual

aggregate of at least $5,000.000.

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

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

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

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

If the scope of service as defined in this contract included disposal of hazardous or non hazardous material from the job site, the Contractor must furnish to the MTA evidence of pollution liability insurance maintained by the disposal site operator for this contract. Coverage certified to the MTA under this paragraph must be maintained in the minimum amounts of $5,000.00 per loss with an annual aggregate of at least $5,000.00.

VI. AWARD OF CONTRACT

A contract will be awarded for each station/ site section. A Contractor may bid on more than one site , but must supply a crew and equipment for each site . The lowest responsive and responsible bidder for each will be awarded a contract.

VII. VENDOR REQUIREMENTS/QUALIFICATIONS

The contractor shall assign a trained, licensed technician(s) to provide the required service to all Light Rail location with proper snow removal, and provide the proper working equipment required. Technician(s) shall have a minimum of three (3) years experience and have a current CDL and Drivers License. The successful bidder shall submit proof of qualifications with the bid package .

The successful bidder shall be a business in business for a minimum of five (5) years. The contractor shall be licensed A copy of your license certifications shall be submitted with the bid.

The contractor shall make every effort to prevent interference with the daily activities of the building occupants during the service. Unless mutually agreed to by the contractor and the Project Manger or designee, the contractor shall provide service to the facilities and buildings during the emergency hours requested; Monday thru Sunday , 7:00 AM to 3:30 PM.

VIII. SPECIAL PROVISIONS

The contractor shall be responsible for the following:

A. The contractor shall provide the project manager with an valid phone number and email address for MTA's use as an acceptable form of notification. It is the contractor's responsibility to provide proper contact information. MTA shall consider all emails and or voice messages were received by the contractor.

B. Prior using any chemicals on MTA property, Material Safety Data Sheets (MSDS) for all chemicals must be submitted to the MTA Safety Department for review and approval. No chemical may be used on MTA property unless approved for use by MTA. **MSDS sheets and approvals by the MTA's Safety Department shall be on each service truck in a binder for easy review and retrieval if needed.** MSDS forms are available from the Project Manager or The Office of Safety, Quality Assurance & Risk Management. The Office of Safety, Quality Assurance & Risk Management can be reached at 410 454 7143.

Send MSDS form to:
The Office of Safety, Quality Assurance
& Risk Management
Maryland Transit Administration
1515 Washington Blvd. Suite 2200
Baltimore MD. 21230

C. Whenever possible, all work must be done on location. Fire extinguishers that must be removed from any MTA facility must be replaced with a fire extinguisher of the same type and capacity. Any fire extinguisher(s) removed from MTA property must be returned within five (5) calendar days from the time picked up. **For any unit being serviced off site, a replacement unit shall be provided by the contractor.**

D. The MTA, at its discretion, and where deemed necessary, will assign a person to accompany the Contractor's personnel in the performance of the contract, on MTA property.

E. The contractor shall contact the Project Manager or his/her designee at least 24 hours in advance to schedule work and the availability of an escort (if needed).

F. The contractor shall inform the Project Manager or designee immediately upon arrival and prior to making any inspections or repairs. Each day, after the contractor has completed work for the day, the contractor shall check out with the Project Manger or designee.

IX. REPORTS

To eliminate any concerns as to who approved service, the contractor is responsible to have the Project Manager or designees print and sign their name. Work orders without legible signatures will not be approved for payment.

X. POST AWARD MEETING

Upon award, within thirty (30) calendar days, on a mutually agreeable date, the contractor shall meet with the Project Manager and all mode managers to review and approve inspection scheduling. At this meeting, the contractor shall be prepared to provide dates that the specified work will be accomplish. Upon completion of this meeting, the agreed-upon date to begin work will be provided in writing to the contractor by the Project Manager.

XI. BUILDING/SECURITY PROCEDURES AND RESTRICTIONS

The contractor shall be responsible for providing and updating a list of its employees working at any of the locations. The contractor shall comply with all security measures required by the MTA.

All contractors' employees shall display the appropriate contractor's identification badges while performing work on MTA property.

XII. SAFETY

The Maryland Transit Administration (MTA) was organized to provide safe, reliable and effective service to all users. Safety is a primary concern that affects all levels of MTA activities, including planning, design, construction, testing, and operations and maintenance of all MTA transportation systems. Therefore, all MTA personnel and appropriate contractors are charged with the responsibility of ensuring the safety of passengers, employees, property and the general public which come in contact with the MTA system.

The Office of Safety, Quality Assurance and Risk Management is empowered and authorized to develop, implement and administer a comprehensive, integrated and coordinated System Safety Program, including a specific plan to identify, prevent, control and resolve unsafe conditions during design, construction, testing, operations and maintenance of MTA transportation systems.

Accordingly, the Office of Safety, Quality Assurance and Risk Management is empowered to order the cessation of unsafe activities or operations which are evaluated as presenting an immediate and serious hazard within the system and to conduct unannounced inspections aimed at identifying and eliminating unsafe practices, operations and/or conditions not corrected by immediate management/supervision.

XIII. SUITABLE PERSONNEL

Contractor's employees shall wear uniforms showing the employee's name and company name.

At the sole discretion of the MTA, the contractor shall immediately remove any person from the site that is considered by the Project Manager as unsuitable. The Project Manager may inform the contractor verbally of the reason the person is unsuitable but, the Project Manager shall also provide a written statement to the contractor within three businesses days.

Any person identified as unsuitable may not be utilized at any MTA location under this contract unless the Project Manager provides written approval to the Contractor.

Dangerous or disruptive actions, theft, dishonesty or failure to work while on time and material are examples of causes to declare a person unsuitable.

XIV. PAYMENT TO THE CONTRACTOR

Upon satisfactory completion of the work as accepted by the MTA, the contractor shall within thirty (30) calendar days, submit an invoice for the work accomplished. The contractor's invoice shall include summary report showing but not limited to the following:

a.) Name and address of the Contractor.
b.) Federal ID or Social Security Number.
c.) **Contract Number and Name**
d.) Date work was performed
e.) Description of work performed (# of units inspected, materials used, etc.)
f.) Location where work was performed (buildings, sites, street, etc.)
g.) Copies of signed work orders (**Work orders without legible signatures will not be approved for payment**)
h) The INVOICE and WORK ORDER TICKET must be marked with the **MTA PO** payment processing.

All invoices shall be addressed as follows:

Gerald Maans, Project Manager
Maryland Transit Administration
Maintenance of Way Light Rail
344 W North Avenue
Baltimore, Maryland 21217

MTA CONTRACT PROJECT MANAGER

Maryland Transit Administration
Attn: Gerald Maans , Project Manager
Maryland Transit Administration
Maintenance of Way Light Rail
344 West North Avenue
Baltimore, Maryland 21217
Phone: 410-454-8001
Fax: 410-454-8023
E-Mail: GMaansr@mta.maryland.gov

XV. MTA LIGHT RAIL LOCATIONS OF FACILITIES REQUIRING SNOW REMOVAL :

Site #1
MTA LIGHT RAIL- WARREN ROAD
300 WEST WARREN ROAD
HUNT VALLEY, MARYLAND 21031

Site #2
MTA LIGHT RAIL – TIMONIUM FAIRGROUNDS
2379 GREENSPRING DRIVE
TIMONIUM, MARYLAND 21093

Site # 3
MTA LIGHT RAIL – NORTH LINTHICUM
450 CAMP MEADE ROAD
LINTHICUM, MARYLAND 21090

Site# 4
MTA LIGHT RAIL – CROMWELL (DORSEY ROAD)
7390 BALTIMORE – ANNAPOLIS BOULEVARD
GLEN BURNIE, MARYLAND 21061

APPENDIX A

DOCUMENTS

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 pendancy 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. **POLICITAL CONTRIBUTION DISCLOSURE**
"The Contractors shall comply with Election Law Article, §§ 14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate $100,000 or more, shall file with the State Administration 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 wit 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**
"Contractors agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations."

21. **PRE-EXISTING REGULATIONS**
"The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract."

22. **REPEALED**

23. **INDEMNIFICATION**
"The State shall not assume any obligation to indemnify, hold harmless, or pay attorney's fee that may arise from or in any way be associated with the performance or operation of this agreement."

24. **CONFLICTING TERMS**
"Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the 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."

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 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 (I) 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."

.07 Bid/Proposal Affidavit.

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

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

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____

_____

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

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

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

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

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

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

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

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

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

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

_____

_____

_____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

_____

_____

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

_____

_____

_____.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

MARYLAND TRANSIT ADMINISTRATION
Mandatory Written Solicitation Requirements

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership,

corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

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.

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: _____

MARYLAND TRANSIT ADMINISTRATION
Mandatory Written Solicitation Requirements

STATE PROCUREMENT

21.05.08.09

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do not 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 convenants 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: _____ Date: _____
Signature

MTA Office Use Only

Received By: _____ Date: _____

Approved By _____ Date: _____

System Updated By: _____ Date: _____

SECTION IV:

BID FORM

FOR

RFQ -3584

LIGHT RAIL PARKING LOTS SNOW AND ICE REMOVAL

TO: MARYLAND TRANSIT ADMINISTRATION
ATTN: CONTRACT ADMINISTRATION DEPARTMENT
6 ST. PAUL STREET, 7TH FLOOR
BALTIMORE, MD 21202-1614

BID OPENING DATE:
01/09/2012
BID OPENING TIME:
2:00 P.M.

BID OF:

_ (Bidder's Name)

LIGHT RAIL PARKING LOTS - SNOW AND ICE REMOVAL

Vendor:

1. This bid is hereby submitted to the Maryland Transit Administration (hereinafter sometimes called the "Administration") in response to SOLICITATION INFORMATION AND INSTRUCTIONS dated._____.

2. The UNDERSIGNED has thoroughly examined, acknowledges receipt of, and is familiar with the Contract Documents as well as the various instructions, information, and requirements covering the same, all as mentioned herein and in said SOLICITATION INFORMATION AND INSTRUCTIONS.

3. In compliance with said SOLICITATION INFORMATION AND INSTRUCTIONS the undersigned hereby propose to furnish all labor, equipment, and materials and perform all work described in and in strict accordance with the provisions of the Contract Documents for the consideration of the Unit Prices, total price and list less percentage, listed in the attached Bid Form, and agrees that upon Notice of Award, within ninety (90) calendar days after the date of opening of bids, unless mutually extended, he will within 10 calendar days after receipt of the prescribed forms, execute the Contract.

4. The UNDERSIGNED agrees and understands that the time of completion is as specified in the specifications, unless the completion dates are extended as provided for in the Contract Documents.

5. The UNDERSIGNED hereby certifies that the _____ (Bidder's Name) / /is, / / is not (CHECK ONE) included on the GSA List of Parties Excluded from Procurement.
AND
The UNDERSIGNED hereby certifies that the _____ (Bidder's Name) / /is, / / is not (CHECK ONE) included on the List of Contractors suspended or Debarred from Contracting with the State of Maryland.

6. PARENT COMPANY

   a. The UNDERSIGNED represents that it / /is, / /is not, (CHECK ONE) OWNED OR CONTROLLED BY A parent company. For this purpose a parent company is defined as one which either owns or controls the activities and basic business policies of the UNDERSIGNED. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the bidder, such other company is considered the parent of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

   b. If UNDERSIGNED is owned or controlled by a parent company, insert in the space below the name and main office address of the parent company.

   _____
   Name

   _____
   Address

7. ARREARAGES

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

8. CERTIFICATION OF NON-MARYLAND CORPORATION (FOREIGN CORPORATION)

a. A corporation not incorporated in the State of Maryland is considered to be a foreign corporation and, therefore, is required to be registered with the Maryland State Department of Assessments and Taxation if awarded this contract.

b. Where a foreign corporation is currently registered with the Department of Assessments and Taxation, such a bidder shall submit with his bid a copy of the department's certification of his registration or qualification acknowledgement.

c. If a foreign corporation is not currently registered, such a bidder shall submit with his bid his certification that, if notified of his apparent award of the contract, he will register with the Maryland State Department of Assessments and Taxation and provide a copy of the departments certification of his registration or qualification acknowledgement along with the executed contract.

9. The UNDERSIGNED acknowledges receipt of the following addenda to the Bid Documents (Give the number and date of each).

Addendum No. _____ dated_____

Addendum No. _____ dated_____

Addendum No. _____ dated_____

Addendum No. _____ dated_____

Failure to acknowledge receipt of all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

10. Documents to be included with the Bid Form:

A. Bid Form Including Unit Price Schedule

B. Bid/Proposal Affidavit

C. Conflict of Interest Form

D. Experience and Reference Form

E. Living Wage Requirement of Affidavit Agreement

11. Interested Bidders are allowed to submit bids on more than one Light Rail Station site for potential contract award. **For bidding purposes,** all Bidders must provide a cost for equipment and labor, based on a "unit price for each item" listed for each specific station site, as indicated on the Unit Price Schedule form. For **information purposes,** the quantities listed represent the minimum amount of equipment and labor required to service a specific location. Actual equipment and labor usage may vary from station to station, on an as needed basis. Use of unauthorized equipment and labor is not allowed, unless authorized and approved by the MTA Project Manager or designee.

A. CORPORATION BID:

Name of Corporation

State in which Incorporated

Business Address

Telephone

Attest:

Secretary

Print Name

By:

President or Vice President

Print Name

B. PARTNERSHIP BID:

Name of Partnership

Business Address

Telephone

Names of each Partner:

Witness:

By:

Signature

Print Name

C. INDIVIDUAL BID

Name

Business Address

Telephone

Witness:

By:

Print Name

Signature

Print Name

UNIT PRICE SCHEDULE:

SECTION /SITE ONE (1)

Quote the following Hourly Rates: CROMWELL and NORTH LINTHICUM

List the hourly rates for equipment including the operator(s) for straight time, overtime and Sunday/Holiday. The hours for snow clearing are typically 9:00 P.M. until 7:00 A.M. Monday through Friday. Hours worked in excess of 8 hours during this time will be considered overtime. Sunday hours are 12:01 A.M. thru 12:00 P.M. All pricing will be firm for a **three (3) year period**.

	Straight Time	Overtime	Sun/Holiday
ITEM 1. (1) Loader (3 yd)	_____	_____	_____
ITEM 2. (1) Loader (1.5 yd)	_____	_____	_____
ITEM 3. (2) Loader Operators	_____	_____	_____
ITEM 4. (1) Foreman	_____	_____	_____
Sub-Total (ITEM 1-4)	_____ **(a)**	_____ **(b)**	_____ **(c)**

Annual Estimated hours:

Straight Time: 105 hours x $_____ / hours (a) = $_____

Overtime: 30 hours x $_____ / hours (b) = $_____

Sunday/Holiday: 15 hours x $_____ / hours (c) = $_____

Sub-Total (a+b+c) = $_____

TOTAL BID FOR THREE YEARS (a+b+c) X THREE (3) = $_____

UNIT PRICE SCHEDULE:

SECTION/SITE TWO (2)

Quote the following Hourly Rates: TIMONIUM and WARREN ROAD

List the hourly rates for equipment including the operator(s) for straight time, overtime and Sunday/Holiday. The hours for snow clearing are typically 9:00 P.M. until 7:00 A.M. Monday through Friday. Hours worked in excess of 8 hours during this time will be considered overtime. Sunday hours are 12:01 A.M. thru 12:00 P.M. All pricing will be firm for a **three (3) year period**.

	Straight Time	Overtime	Sun/Holiday
ITEM 1. (1) Loader (3 yd)	_____	_____	_____
ITEM 2. (1) Loader (2 yd)	_____	_____	_____
ITEM 3. (2) Loader Operators	_____	_____	_____
ITEM 4. (1) Foreman	_____	_____	_____
Sub-Total (ITEM 1-4)	_____ **(a)**	_____ **(b)**	_____ **(c)**

Annual Estimated hours:

Straight Time: 105 hours x $_____ / hours (a) = $_____

Overtime: 30 hours x $_____ / hours (b) = $_____

Sunday/Holiday: 15 hours x $_____ / hours (c) = $_____

Sub-Total (a+b+c) = $_____

TOTAL BID FOR THREE YEARS (a+b+c) x THREE (3) =$_____

TOTAL BID FOR THREE YEARS:

Section/Site one (1) for three years = $_____
Sub-Total

Section/Site two (2) for three years = $_____
Sub-Total

Grand Total

Section/Site one + two for three years = $_____
Grand Total

MSDS Evaluation Request
Form 117

PART 1 (Completed by Sales Representative)

Name Of Product To Be Evaluated: | Date

Manufacture's Name, Address & Phone:

Sales Representative's Name And Phone Number:

Distribution Company's Name, Address & Phone:

Attach an original MSDS and any other related information. Send to Dennis Rafferty Sr., OSH Compliance Supervisor, 1515 Washington Blvd., Suite 2200, Baltimore, Md. 21230

PART 2 (Completed by MTA User)
Describe the location and intended use. IE – spray application in the wash house, brush application to small areas, outside only etc.

Location Used:

Intended Use:

Requested By		**Date**

PART 3 (Safety Dept. Determination)

Date

This Product Is:

- ☐ **Approved For Test Only See Restrictions Below**
- ☐ **Approved For MTA Use As Directed**
- ☐ **Approved With Attached Restrictions Below**
- ☐ **Not Approved For MTA Use**

Restrictions:

MTA MSDS Reference Number

Approved By

Rev 1.09.jjr