

Agency Contract Terms

Designated Agency: Maryland Transportation Authority

Scope of Contract: The requirement of contract for supplying the State of Maryland and using authorities with their need for portable changeable message signs for the period specified.

Contract Period: Date of award thru June 30, 2012 (2 years) with an option to extend for one additional year.

Contract Requirements: Quantities are estimates only and are not construed as any minimum or maximum guarantee. Usage will be for the actual requirements of the State and may vary appreciably from the estimated quantities.

Method of Bidding: All quotations must be submitted online via eMarylandmarketplace. Bids will not be accepted by mail, faxed, or hand delivered.

Basis of Award: The basis of the award will be made to the lowest responsible and responsive bidder on a lot award basis all items inclusive

Purchase Card Procurement: The State of Maryland purchasing card must be accepted for purchases made against this contract within procurement officer's card limitations of \$ 2,500.00.

Bid Documents: Each bidder or offeror shall execute and attach electronically to the bid, mail, or hand deliver the mandatory affidavit forms to the procurement officer. The bidder shall submit with their bid detailed specifications, circulars and all necessary data on the products to be furnished. If the product offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. All forms, instructions, terms and conditions are available online. It is recommended that bidders download all online forms and attachments for future reference. After bid closing all documents pertaining to this project will not be obtainable.

Clarification: All questions regarding the solicitation shall be directed to the procurement officer (410) 767-4605.

Delivery: Delivery shall be made expeditiously as possible, F.O.B. destination freight prepaid and allowed to the locations stated in the specifications upon receipt of order from the using agency. Equipment shall be shipped ready to use with all required attachments and initial accessories order attached. Items ordered by agency after shipment of unit may require an installation charge by vendor.

Special Note: In order for a vendor to receive a contract award they must be registered on eMarylandMarketplace. The resultant award is to cover the outright purchase of new

Tax Payment: The State of Maryland is exempt from Federal and State taxes and will not pay or reimburse such taxes.

Tie Bids: Will be handled in accordance with COMAR 21.05.02.14.

Warranty: Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty. At the time of bid opening, product offered must meet all requirements of this solicitation including full commercial / retail availability. warranty shall be honored by all authorized manufacturer's dealers in the State of Maryland. The warranty period for all coverage begins on the date equipment is accepted.

Vendor must include the 9-digit zip code of company address on all invoices. Failure to do so may result in delay of payment. All products used in packing to cushion and protect during the shipment of commodities are to be made of recycled, recyclable, and/or biodegradable materials.

Contract warrants that the contractor shall comply with COMAR 21.11.08. drug and alcohol free workplace and that the contractor shall remain in compliance throughout the term of this purchase order.

State Vendor Federal Identification Number: _____

State Vendor Telephone Number: _____

State Vendor Contract Person: _____

For a state procurement contract of \$ 10,000 or more at the time a bid or proposal for any state procurement contract is submitted, the bidder or offeror shall certify that they have paid all taxes, unemployment insurance contributions, reimbursement payment, and interest not barred by limitations and payable to the Comptroller of the Department of Assessment and Taxation. The bidder is a vendor of tangible personal property, and possesses a valid Sales and Use Tax License under Title 11, Subtitle 7 of the Tax-General Article.

A preference will be given to the responsive and responsible bid from a Maryland firm over that of a non resident firm if the state in which the nonresident firm is located gives a resident business preference. Where such a business preference is provided, the preference shall be the same as that provided by the state in which the nonresident firm is located. A nonresident bidder submitting a proposal for a State project shall attach to the proposal a copy of the current statute resolution, policy procedure or executive order of the resident state of the nonresident bidder that pertains to that state's treatment of nonresident bidders.

current equipment under no circumstances may "DEMOS" or "USED" equipment be sold under this contract.

Equipment Recall Notice: The contractor must immediately notify DGS and the procuring entity of any recalls pertaining to equipment on contract or purchased.

Environmentally Preferable Products: As part of the States efforts to reduce the amount of waste going to landfills, minimize the use of toxic chemicals and lessen the State's overall impact on the environment, this solicitation also seeks to promote the use of environmentally preferable products (EPPs) for outdoor equipment wherever possible.

Contract Acceptance: The vendor will be bound to the terms and conditions, state of Maryland procurement regulations in effect at the time of submission and in the instructions provided herein for the duration of the contract unless otherwise canceled by the Department of General Services. All equipment must meet Federal and State OSHA regulations and government safety standards where applicable.

Report of Contract Purchases: Contractor shall furnish usage sales report every six (6) months to the using agency and the DGS address listed below. State agency contract purchases shall be reported by the fifteenth of the month following the end of each six month period to include credit card purchases. The outline sales report shall contain the minimum information required; item number; description; total qty ship to state agencies; total qty ship to other authorities; total dollar value; grand total dollar value. Report shall be sent to:

Department of General Services
Office of Procurement & Logistics
Attn: Walter Johnson
301 W. Preston Street, Room M-3
Baltimore, Maryland 21201

Open Market Clause: The using agency may purchase on the open market the items specified on this contract for immediate delivery in the case of failure by the vendor to provide product. Vendor will be charged the difference between the contract price and the purchase price from another vendor to meet the need.

Order Procedure: Using agencies shall issue a hard copy purchase order showing bill to and ship to address to the vendor for inventory commodities by this contract. This contract shall be for the actual needs of the using agency and may vary appreciably from the state estimate. Release shall be made by the using authority on an "As-Required" Basis. All orders must display bill to & ship to address along with agency contact person and phone number on the order. DGS reserves the right to add or remove products from the contract at anytime to reflect new, more beneficial products, regulatory restrictions or environmental concerns and/or if it is determined to be in the best interest of the State of Maryland.

State of Maryland

Maryland Transportation Authority

Office of Procurement & Fleet Services

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Specification

For

**PORTABLE CHANGEABLE MESSAGE SIGN
(PCMS)**

2010

1. SPECIFICATIONS

1.1 GENERAL

- A. The purpose of this specification is to detail minimum acceptable standards for Portable Changeable Message Signs (PCMS). Due to the specific utilization practices of Maryland Agencies with regard to the Intelligent Transportation System infrastructure that currently exist, these specifications are to be considered "No Exception".
- B. **As a result of this intact infrastructure any machine offered must be on the State Highway Administration Qualified Products List (QPL)**
<http://www.marylandroads.com/businesswithsha/Evaluations/omt/QPL.pdf>.
- C. Failure to meet the minimum qualifications presented in this specification will result in the vendor's bid being considered non-responsive.
- D. Prospective Vendors are required to respond to each section of this specification fully and completely. Any information that is not represented in the bid response shall make the bid "Non-responsive".
- E. General Sales Information Brochures available from the vendor to the buying public are unacceptable bid response literature.
- F. These specifications require all actions necessary or proper for, or incidental to the furnishing of said unit(s).
- G. All items of design and equipment not listed in these specifications, but involved in carrying out their intent, are required to be furnished by the bidder, the same as if these items were specifically mentioned and described in these specifications.
- H. **EXCEPTIONS** The omission of specification, which may allow less than a functionally complete operationally proper unit, will not excuse the bidder from providing said correct and operational unit. For purposes of comparison, any exception variations or differences from the specification must be indicated in the bid response. If no exceptions are noted, the item bid must be the same as the specification described within these specifications.

1.2 MATERIALS

- A. Each unit shall contain the trailer, structural support system, sign panel assembly, lift mechanism, power supplies, sign-mounted controller, manual sign controller interface, and ancillary equipment.
- B. All materials for PCMS shall be new, corrosion resistant, and unaffected by water spray, salt, oil, gasoline and all other contaminants in the quantities normally found along the edge of the traveled roadway.
- C. The PCMS construction, materials and operation shall conform to the NFPA, ULI, and NEC. All sign messages/characters/symbols shall be clearly visible and legible for a distance of 1,200 feet from any point along the traveled roadway during 24-hour operations under all normal weather and lighting conditions by an observer with 20/20 vision.
- D. The PCMS shall be equipped with a sighting device to provide alignment for maximum visibility.

1.3 TRAILER

- A. The trailer shall conform to Maryland Motor Vehicle Law governing trailers.
- B. Shall be constructed of structural rectangular steel tubing in conformance with A500, Grade B, primed and painted or powder-coated Highway Safety orange in conformance with Federal Standard 595b, Color No. 12243.
- C. The trailer shall be equipped with the following:
 - i. Retractable third wheel.
 - ii. Four leveling jacks.
 - iii. Square fenders conforming to the requirement of A36 with a non-skid upper surface.

- iv. Levels on each side.
- v. Six pin trailer electrical connector with 3 ft. long cable, as measured from the end of the hitch.
- vi. Patterned lug/wheel lock and 15 inch wheel rims with black-wall radial tires.
- vii. Two 3 ft. long (as measured from the end of the trailer tongue) galvanized steel safety chains with hooks and spring-loaded latches.
- viii. Frame providing a safe, non-skid upper standing surface suitable for accessing the sign panel assembly.
- ix. Brakes shall be electric non-surge or hydraulic type.
- x. Connectors shall be locking electrical connector type.
- xi. Combination hitch with a pintle compatible with a 32 inch-high bumper, and a 2 in. ball hitch compatible with an 18 inch-high bumper. The hitch shall have a 300 lb. (minimum) maximum tongue load and heavy-duty safety chains with safety hooks.
- xii. Trailer conspicuity striping shall be a high performance wide angle retro-reflective sheeting-vehicle marking tape - four (4) inch minimum width and as per MD Standard No. MD 104.00-27.

1.4 STRUCTURAL SUPPORT

- A. The structural support framework shall allow the system to be assembled into a unit and be mounted on the trailer and provide the support mechanism between the sign panel assembly, the power supply and the controller.
- B. The framework shall provide sufficient support to prevent damage to any PCMS components when the sign is in the down and locked position during normal highway travel up to 65 mph.
- C. The deployed structure shall supply adequate support to allow complete sign operation, including raising and lowering of the sign panel during maximum sustained wind speeds of 80 mph.

1.5 SIGN PANEL

- A. Similar or compatible materials shall be used for the construction of the sign panel assembly to prevent electrolytic corrosion.
- B. Sign panel dimensions shall not exceed 144" length; 84" height; and 8" depth.
- C. The sign housing frame shall be constructed of welded aluminum extrusions in conformance to B 209, 6061-T6 or as approved by the Engineer.
 - i. The sign panel housing shall be painted or powder-coated Highway Safety orange in conformance with Federal Standard 595b, Color No. 12243 or flat black in conformance with Federal Standard 595b, Color No. 37030 on the sides, and flat black on the front.
 - ii. Minimum of two (2) weep holes shall be provided in the bottom of the sign case to prevent water collection.
 - iii. Baffles shall be provided at the air inlet to prevent the ingress of dust.
- D. The back of the sign housing frame shall be a minimum of 0.063 inch thick aluminum sheeting (B 209, 6061-T6) or as approved by the Engineer. The back of the sign panel housing shall be painted Highway Safety orange color No. 12243 or flat black color No. 37030 in conformance with Federal Standard 595.
- E. Display access doors shall be on the front of the sign. If multiple doors are provided, there shall be one door per line of the display.
 - i. The door frame shall be aluminum alloy in conformance with B 209, 6061-T6.
 - ii. The door frame shall be painted flat black.
 - iii. Lift handles shall be provided at the bottom-center of each door.
 - iv. The display windows shall be made of impact-resistant clear Lexan or approved equivalent.
 - v. The display window(s) shall be angled as determined by the manufacturer to minimize external light reflection.
 - vi. Hinges shall be stainless steel Type 304 and mounted on the upper edge of each

- window/access door.
- vii. The hinge pin(s) shall be provided to prevent the pin from being dislodged.
 - viii. Each door shall be equipped with prop/arrestors capable of holding the door open at an angle no greater 110 degrees.
 - ix. A positive latching system shall be provided to secure the window(s) and/or door(s) to the frame.

1.6 SIGN DISPLAY

- A. The sign panel shall be capable of displaying three (3) lines of text.
- B. Each line of text shall be constructed using a continuous or discrete matrix display.
- C. The sign shall be capable of displaying eight characters per line.
- D. Character height shall be 17" (minimum)
- E. Character width shall be 9" (minimum).
- F. A 3" (minimum) space shall exist between each character module.
- G. Each character shall be displayed using a 5 x 7 pixel array
- H. Minimum of eight array modules per line
- I. Each pixel shall have a minimum of four (4) LED's - **No Exception**
- J. A 4-1/4 to 7 inch space shall exist between each display line with no glare reflection.

1.7 LED ILLUMINATION

- A. LED shall conform to the ITE specification for amber color @ 592nm with a ± 2 nm tolerance.
- B. LED shall be AlInGaP (Aluminum Indium Gallium Phosphide) type.
- C. LED shall be rated for at least 1,000,000 hours of operation
- D. Each LED shall produce a luminous output enabling sign legibility at 1200 feet.
- E. Each LED shall have a minimum 15 degree cone of vision

1.8 LIFT MECHANISM

- A. The lift mechanism shall be an electric or electrically-assisted hydraulic mechanism capable of raising and lowering the sign panel.
- B. The mechanism shall have a manual pump jack mechanism capable of raising and lowering the sign panel in case of failure of the hydraulic jack.
- C. A stainless steel safety pin shall be provided to prevent the sign panel from lowering once in the raised position. A self-locking mechanism shall be incorporated into the safety bolt that prevents it from being inadvertently dislodged.
- D. The lift mechanism shall allow the raised sign panel to rotate 360 degrees about the vertical axis.
 - i. Rotation shall be possible in either a clockwise or counter-clockwise direction.
 - ii. A locking mechanism shall be provided to prevent rotation of the sign panel assembly once the sign panel is in place at any position.

1.9 ELECTRICAL CONNECTIONS AND GAUGES

- A. All wiring from power sources to PCMS equipment shall use locking cable connectors.
- B. Volt and amp gauges shall be provided for DC.
- C. Standard negative ground system shall be tied to the sign chassis.
- D. Lightning protection shall be supplied to the load side of the sign system's distributed power lines to withstand multiple surges in excess of 600 volts.
- E. The power supply shall provide 12V automobile electrical service via a standard cigarette lighter socket.

1.10 SUPPLIED POWER

- A. The PCMS shall be capable of operating from either solar powered electrical system and existing 120 VAC electrical service.

1.11 SOLAR POWERED ELECTRICAL SYSTEM

- A. The system shall consist of a battery power system and solar array panels.
- B. Battery power system shall:
 - i. Provide sufficient power to drive the display matrix, lighting and all other PCMS components.
 - ii. Be capable of displaying two-page message for 21 consecutive days without auxiliary charge.
 - iii. Be rated at 1800 amp hours at 70° F.
 - iv. Provide 12 volts of operating power to the sign.
 - v. Consist of a minimum of 8 and a maximum of 16 marine-type deep cycle discharge (80%) batteries and capable of withstanding a minimum of 500 deep cycle discharges.
No Exception
 - vi. Be charged from solar cells through a photovoltaic regulator with thermal compensation and have a low voltage shut-off to prevent battery depletion with an auto reset feature to allow solar charging system to resume when sufficient solar power is generated.
 - vii. Be capable of being charged from an 110 or 120 volt, 50 amp AC outlet and shall be charged to 100% of the total output voltage in less than 24 hours. The charging device shall automatically shut off when the battery system is fully charged to prevent over-charging.
- C. Solar array panels shall:
 - i. Generate a minimum of 400 watts of power from solar panels wired in parallel. No Exception
 - ii. Recharge in full sunlight at a rate of 6 hours of recharging per 24 hours of sign operation.
 - iii. Be located at the highest point of the sign housing.
 - iv. Be secured by locking bolts to prevent pilferage and vandalism.
 - v. Be capable of rotating ("panning") independently of the sign panel assembly and be capable of tilting from 0 degrees to 40 degrees (relative to the horizontal). The array shall be capable of being locked into any position.

1.12 SIGN CONTROLLER

- A. Shall be a compact unit with no dimension greater than 10 inches as mounted on the trailer.
- B. **Not** be a laptop computer of any type.
- C. Shall be located for easy access.
- D. Shall be solid-state, and capable of generating and storing messages.
- E. Provide an interface that will allow the operator to access, generate and store messages in the controller.
- F. Shall be capable of operating the PCMS without an interface once a message is displayed.
- G. Shall be capable of driving the matrix display panel operating over a -50 to 150 F range and in a twenty percent to ninety-five percent (20% - 95%) non-condensing humidity range.
- H. Accommodate at least 199 pre-programmed messages and at least 85 user-defined messages.
- I. Shall be capable of displaying six sequenced messages (on/off time for each message in a sequence shall be user adjustable within a range of zero to five seconds).
- J. Provides two levels of security. The first level will provide for the operation of the sign. The second level will allow from controller programming.
- K. Provides for a default message that is displayed in the case of low battery voltage. In the default condition, the controller software automatically switches the trailer to a minimum power mode to preserve batteries.
- L. Have the capability of retrieving all messages stored in temporary memory.
 - i. Temporary memory shall be nonvolatile.
 - ii. All messages and programs shall remain resident in the controller's memory in the event of a power failure.
 - iii. Have an RS-232 port to facilitate connection of an external communication device.
- M. Shall be capable of being controlled from one or more remote units. The controller shall be

capable of:

- i. Accepting a message for display.
 - ii. Restarting or sequencing a display mode operation with currently stored RAM messages.
- N. Have a modem (56K bits per second or higher, minimum V90 data transmission and MNP 10 error correction and data compression protocol) to allow for remote on-line telephone control from remote units.
- O. Be capable of automatic system recovery after power outages to the central controller without operator intervention, including the ability to maintain an up-to-date status on a remote unit if sign is operated from a remote location.
- P. Monitor and display the battery output voltage and solar array activities (charging/discharging). The controller shall blank the sign when the output voltage drops below the manufacturer's recommended output level.
- Q. Shall be capable of monitoring and displaying the status of the photocell and adjust the sign illumination to match the ambient light conditions. The controller shall have a minimum of nine levels of dimming from 10% to 100% brightness.
- R. Shall be contained in a sheet metal, weatherproof cabinet located on the controller housing, and insulated to protect against excessive vibration and temperature.
- i. The cabinet shall have a lockable door latch and interior cabinet dome light.

1.13 MANUAL INTERFACE

- A. Each PCMS shall have a hand held device to manually interface with the Sign Controller
- B. The hand held unit shall have the following characteristics:
- i. The unit shall contain all standard characters found on a QWERTY style keyboard.
 - ii. The unit shall have a unitized screen that displays the entire currently selected queued message
 - iii. The unit shall be completely weather proof and ruggedized
 - iv. The unit shall be capable of being interchanged between all PCMS' of the particular model type associated with it
 - v. The manual interface shall be capable of being removed without disruption to the signs function once a message is programmed and the sign is made operational.
- C. Standard computer keyboards are unacceptable interface types.

1.14 COMMUNICATION EQUIPMENT

- A. Appropriate communication equipment to transmit data between the local controller and the remote unit over hardware telephone line and cellular telephone systems (all telephones and modems must conform to the current FCC Tariff Rate Structures as allowed in the State of Maryland by the Public Service Commission).
- B. Hardwired interconnected telephone with touch-tone voice-grade lines and a cellular telephone connection, each with the capability of connecting local controller and remote unit modems using MNP 10 error correction and compression protocol, full-duplex, asynchronous data transmission, minimum 56K bits per second, and RJ-11 connectors.
- C. One cellular telephone for every PCMS delivered. The cellular telephone shall be touch-tone and capable of operating over a -50 degree F to 150 degree F range and in a twenty percent to ninety-five percent (20% - 95%) non-condensing humidity range.
- D. Modems utilizing MNP 10 error correction and data compression protocol and the Hayes "AT" command set for all operation parameters and Hayes response codes for all operations performed.

1.15 TEST JIG

- A. A test jig shall be provided for trouble-shooting the sign electronics package.
- B. The test jig shall consist of the following:
- i. A minimum of five display modules.
 - ii. An input terminal consisting of a keyboard and readout.

- iii. A controller that interconnects to the module being tested.
- iv. Any other board or components required to make the test jig functional.
- v. Indicators to verify the test result in the test board.
- vi. Associated cabling for interconnection of units.
- vii. All items for the test jig packaged in a modular enclosure that allows for easy testing and access of these modules.
- viii. An operations manual that details the principles of the operation, operator controls, operator interface, and necessary test procedures.
- ix. The capability of testing the PROM/memory, the parallel inputs and outputs, the drive circuitry, the address circuitry, the watchdog enable/time-out, the voltage sense for the blankout, the timer, the serial input/output interface, all switch and jumper conditions, and all column and row cabling faults (open shorts).

1.16 SOFTWARE

- A. Have all features accessible from both local controller and a remote control. All features shall be password-protected.
- B. Shall be non-copy protected and not use any form of a hardware key.
- C. Shall be supplied on Windows© compatible CD Rom.
- D. Shall be menu-driven with all operations of the software grouped under logical sub-menus and have the following adjustable parameters:
 - i. Selection of messages.
 - ii. Selection of a sequence of messages (on/off time for each message).
 - iii. Serial port and modem parameters (baud rate, stop bits, parity, tone/pulse dial, landline/cellular connection, dialed phone number, non-connect timeout (0-255 seconds), and number of retries until error).
 - iv. Sign number.
 - v. 40 character location description.
 - vi. Phone number of PCMS unit.

1.17 COMMUNICATION SOFTWARE

- A. Communication software shall adhere to the latest CHART protocol (which can be obtained by contacting the CHART ITS System Software Engineer in writing at 7491 Connelly Dr., Hanover, MD 21076).
- B. The manufacturer of the PCMS must prove to the satisfaction of the CHART ITS System Software Engineer that the proposed product can communicate with the latest CHART protocol. PCMS units certified as meeting these and other listed requirements will be placed on a Qualified Products List (QPL).
- C. The communication requirements of the PCMS area listed below:
 - i. Each sign-mounted controller shall be assigned a selection address unique to the sign. A minimum of 255 addresses shall be available.
 - ii. All data transmitted between the remote control system and the local controller shall be encoded in an ASCII representation using eight data bits, no parity bit, and one stop bit.
 - iii. A permanent code shall be required to gain entry to the local controller to access the memory and display messages on the exterior sign panel.
 - iv. The local controller shall acknowledge all transmissions from the central control system.
 - (a) A negative acknowledgment shall be sent if a CRC of data content error is detected.
 - (b) A positive acknowledgement shall be sent if no error is detected.
 - v. The local controller shall automatically call the remote unit once a program change has been completed. The following information shall be transmitted:
 - (a) Time and date.
 - (b) Sign ID.
 - (c) Displayed message number (or numbers if a sequence is displaying).

- (d) On/off time value (if sequencing).
- (e) Baud rate, stop bits, and parity.
- (f) Dial mode (tone or pulse).
- (g) Connection type (landline, cellular, or serial port).
- (h) Programmed phone number for dialing.
- (i) Non-connect timeout value and number of retries value.
- vi. Upon remote unit request, the local controller shall return a status report indicating current operating conditions. This report shall have the ability to include the following:
 - (a) What is on the sign face (message and message text or black, pixel test result)
 - (b) Light Level, Lamp Brightness
 - (c) Connection status
 - (d) Software faults
 - (e) Hardware faults
 - (f) Operation status (Door open, Voltage, Temperature.)
 - (g) The status of the local controller (active/inactive).
 - (h) A power failure indication (informs remote unit that a power failure/restore event has occurred).
 - (i) Any errors in the local controller operation.
 - (j) Messages, sequences, and on/off times.
 - (k) Serial/modem parameters.
- D. Contractor shall provide the State Highway Administration (SHA) through a non-disclosure agreement, all communication protocol for the PCMS. SHA shall have the right, at any time, to provide the protocol to SHA's consultants for the purpose of integrating the PCMS into the State Highway Administration CHART system.

1.18 CHARACTER SET SOFTWARE

- A. Character set software shall have all of the standard ASCII characters and symbols.
- B. Left and right arrows shall be provided.

1.19 REMOTE UNIT SECURITY SOFTWARE

- A. The remote unit shall provide three levels of security:
 - i. Low level – Allows viewing of program messages only.
 - ii. Standard level – Low-level access, plus the ability to change the message to one of the pre-programmed messages, and the ability to create or modify a sequence and all values associated with it.
 - iii. Sysop level – Standard level access, plus the ability to:
 - (a) Change the user database.
 - (b) Change the passwords and user levels.
 - (c) Add, delete, or modify the current PCMS list.
 - (d) Display or print any database, list of messages, parameters, or any user-defined or modifiable information.

1.20 DIAGNOSTIC SOFTWARE

- A. Diagnostic software shall provided and include:
 - i. A set/reset test for each element in the PCMS unit's matrix.
 - ii. A row test (activates or deactivates all elements in a given row).
 - iii. A column test (activates or deactivates all elements in a given column).
 - iv. A character set test (display all characters in all character sets).

1.21 TECHNICAL ASSISTANCE

- A. The Contractor shall provide a manufacturer authorized service center staff in a local office. Local is defined as within 50 miles of the Maryland Transportation Authority' Office of Fleet

Management, 303 Authority Drive, Baltimore, Maryland 21222.

- B. This manufacturer's local service center will be available on-call Monday through Friday for service calls and parts as needed.
- C. The manufacturer will have trained technical personnel to assist the Contractor in the event assistance is needed at each/any sign installation site and to assist with the installation /deployment of the PCMS device. The manufacturer's representative shall provide assistance in the following areas:
 - i. Sign to trailer installation.
 - ii. Sign Panel
 - iii. Electrical and communication systems/software
 - iv. Sign Controller
 - v. Remote Control Unit
- D. **WARRANTY** The Contractor shall furnish the MDTA all warranties on equipment and material offered by the manufacturer as normal trade practice.

1.22 SERVICE OPERATION WARRANTY

- A. The following service operation warranty shall apply:
 - i. A PCMS system service operations warranty period shall be provided for two (2) years on the mechanical components and five (5) years on the electrical components.
 - ii. These periods start from the date the entire PCMS unit has been delivered and accepted.
 - iii. A commencement date of the service operations warranty period shall be established by the Engineer.
 - iv. The service operations warranty period shall apply to the entire PCMS system and shall include replacement of any part used during the service operations period at no cost to the MDTA.
 - v. The service operations warranty item does not include the normal usage wear and/or costs of electrical energy from local power companies.

1.23 VERIFICATION OF COMPLIANCE

- A. Prior to award the prospective vendor(s) shall provide to the MDTA a unit to be tested for compliance of the specifications herein.
- B. The unit provided will be tested by the Maryland State Highway Administration's Communication Division.
- C. The contact person at the Communication Division shall be Raymond Edwards, 410-747-8590.

2. WARRANTY:

- 2.1 The successful vendor shall provide a manufacturers warranty of all components and equipment against defective material and workmanship for a minimum of 12 months following acceptance by the Maryland Transportation Authority and cover 100 percent parts and labor.
- 2.2 Warranty periods shall begin on the date of final delivery and acceptance by the Authority.
- 2.3 The successful bidder shall supply written documentation that the completed units have met all applicable Maryland State and Federal Motor Vehicle laws at the time of delivery.

3. MANUALS:

- 3.1 The Successful vendor shall provide one (1) set of parts, service/maintenance, and operations manuals for each unit upon delivery.
- 3.2 If the manuals referenced above are available on CD-ROM, DVD-ROM media they shall be provided in lieu of paper copies.

4. CERTIFICATE OF ORIGIN

- 4.1 The Maryland Transportation Authority shall require a Certificate of Origin prior to processing invoices.
- 4.2 When completing the Certificate of Origin, Distributor – Dealer Assignment Section, the purchaser's address shall be listed as follows:

State of Maryland
Maryland Transportation Authority
303 Authority Drive
Baltimore, Maryland 21222

Note: The purchasers name may be abbreviated as follows if there is insufficient space on the document:

St. of MD, MdTA

5. DELIVERY

- 5.1 The vendor shall state a firm delivery date in calendar days upon receipt of an award.
- 5.2 Final delivery of all units will take place at the following location:

Maryland Transportation Authority
303 Authority Drive
Baltimore, Maryland 21222
Attn: Jim Loukas, Fleet Manager

- 5.3 The successful vendor shall contact Jim Loukas, Fleet Manager, one (1) week prior to delivery at 410-537-7526.
- 5.4 Successful vendor shall submit warranty papers, invoice and Certificate of Origin (Section 2) upon delivery.

6. PAYMENT

- 6.1 Following delivery and acceptance of all equipment and material, the successful vendor will submit an original invoice to the following location:

Maryland Transportation Authority
303 Authority Drive
Baltimore, Maryland 21222
Attn: Jim Loukas, Fleet Manager

- 6.2 Progress payments will not be considered.

**STATE OF MARYLAND
NOTICE TO BIDDERS/CONTRACTORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please fax this completed form to: 410-333-7022 to the attention of Walter Johnson, Procurement Officer.

Title:
Invitation Bid No:

If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky.
(Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory.
(Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Company Name:

Date:

Contact Person:

Phone:

Fax: () _____

Email Address:

Mandatory Affidavits

Bid/Proposal Affidavit

Contract Affidavit

Mercury Affidavit

Conflict of Interest Affidavit

**Bid/Proposal Affidavit
(Authorized Representative and Affiant)**

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 vendors, 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(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 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, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the Section 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 subsection (1) through (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 Section B and subsections (1) through (7) 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, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(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 §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §J(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 §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(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 (IF NOT APPLICABLE, SO STATE):

Name: _____

Address: _____

- (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)

**COMAR 21.07.01.25
CONTRACT AFFIDAVIT**

Exhibit _____

Bid Proposal # _____

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 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: _____

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.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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)

(Printed or Typed Name)

MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

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 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 _____
Signature

Print Name: _____
Authorized Representative and Affiant

CONFLICT OF INTEREST AFFIDAVIT

- 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 subconsultant 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 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 _____
Signature

Print Name: _____
Authorized Representative and Affiant

**TERMS AND CONDITIONS FOR
COMMODITY CONTRACTS OVER
\$25,000**

1. **INCORPORATION BY REFERENCE.**
All terms and conditions of the solicitation and 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 this 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 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 handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post 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, leases or other agreements with the State and receives in the aggregate \$100,000 or more, during a calendar year shall, within 30 days of the time when the \$100,000 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 Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland,

which requires that every person that enters into, during any 12 month period, one or more contracts, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a contract, then twice a year, throughout the contract term: (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31.

9. ANTIBRIBERY.

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 of 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, 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 other services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

13. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA).

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

14. TERMINATION FOR CONVENIENCE.

Upon written notice to the Contractor, the State may terminate this Contract, in whole or in part whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

15. TERMINATION FOR DEFAULT.

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16. DISPUTES; NO ELECTRONIC PROTESTS, NOTICES OF CLAIM, OR CLAIMS

- A. 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.
- B. In accordance with COMAR 21.10.02.02 the Department will **not** accept protests, notices of claim, or claims by any electronic means (including by facsimile or email).

17. MULTI-YEAR CONTRACTS.

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this contract shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

18. INTELLECTUAL PROPERTY.

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out

of purchase or use of materials, supplies, equipment or services covered by this Contract.

19. MARYLAND LAW PREVAILS.

The provisions of this contract shall be governed by the laws of Maryland.

20. CONTRACTOR'S INVOICES.

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 Federal Employer Identification Number for all other types of organizations.

21. PAYMENT OF STATE OBLIGATIONS:

- A. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- B. Electronic Funds Transfer: This provision on Electronic Funds Transfer applies to contracts of over \$200,000 for which payments are made through the State Comptroller. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. By submitting a response to this solicitation, the Bidder or Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. After award of a contract, the selected bidder or offeror shall register with the Comptroller of Maryland using the forms required by the

Comptroller. For further information go to:

<http://compnet.comp.state.md.us/gad/vendorinfo/efit/default.asp>

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

22. 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.

23. INDEMNIFICATION.

The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operations 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 order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional 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 Drug

and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this purchase order.

26. CHANGES; WORK ORDERS:

A. Changes

- (1) The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be an order, make any change in the work within the general scope of the contract, including but not limited to changes:
 - (a) In the specifications (including drawings and designs);
 - (b) In the method or manner of performance of the work;
 - (c) In the State-furnished facilities, equipment, materials, services, or site; or
 - (d) Directing acceleration in performance or delivery.
- (2) Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the Procurement Officer that causes or constitutes any such change shall be treated as a change order under this clause provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
- (3) Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- (4) Subject to paragraph (6) of this subsection, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, whether or not changed by an order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that

except for claims based on defective specifications, no claim for any order under (2) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

- (5) If the Contractor intends to assert a claim for an equitable adjustment under this section, he shall do so in accordance with and subject to the disputes procedures of the contract.
- (6) Each contract modification or change order that affects contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the contract budget or total cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the contract is adjusted to permit its completion within the project budget.
- (7) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under this contract.
- (8) As used in this section, "work" means any and all commodities, goods, materials, labor, services, manner or time of delivery or performance, or other elements of performance required to be furnished or supplied by the Contractor under this contract.

B. Miscellaneous:

- (1) In the event of a dispute between the Department and the Contractor as to whether any work is included in the scope of the contract such that the Contractor would be obligated to provide that work at no additional cost to the State, the Procurement Officer may order the Contractor under this section to perform the work (a "Work Order"). If the Contractor considers such an order to be a change in the scope of the contract entitling the Contractor to additional compensation, a time extension, or other relief, the Contractor must provide the notice required by this section and initiate a claim therefore in accordance with contract requirements. An order of the Procurement Officer, by virtue of being called or referred to as a "change order," does not necessarily constitute a change in the scope of the contract or in the work required under the contract. The Contractor shall not be entitled to additional compensation, a time extension, or other relief for complying with an order of the Procurement Officer if the contract otherwise requires the Contractor to perform as stated in the order.
- (2) Upon receipt of a signed written order of the Procurement Officer under this section, the Contractor shall comply with the order promptly, within the requirements of the required completion or delivery time, whether or not the Contractor signs or accepts the change order. Failure to comply with the order in a timely manner shall constitute a breach of the contract and grounds for termination for default or any other remedy available to the State.
- (3) The State may issue a unilateral order on the State's terms (including a promise to pay the Contractor a "not to exceed" ("NTE") amount) which the Contractor may then dispute in accordance with the disputes procedures of the contract. Pending

resolution of such a dispute, Contractor must proceed diligently with performance of the contract as ordered by the Procurement Officer.

- (4) The terms "not to exceed" and "NTE" when used in a change order mean that the amount of the change order (whether an increase or a decrease in the contract amount) will be a reasonable amount not to exceed the amount stated.

27. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

28. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

29. COST AND PRICE CERTIFICATION

- A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or smaller amount set by the procurement officer; or
 - (2) A change order or contract modification, expected to exceed \$100,000, or smaller amount set by the procurement officer.
- B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

30. BID / PROPOSAL AFFIDAVIT

Each bidder or offeror shall execute and attach to the bid or proposal the affidavit included with this solicitation.

31. CONTRACT AFFIDAVIT

The successful bidder or offeror shall execute and deliver to the Procurement Officer prior to the award of the contract the Contract Affidavit included with this solicitation. (The Affidavit also can be found at COMAR 21.07.01.25).

32. PUBLIC INFORMATION ACT NOTICE

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."

33. MINORITY BUSINESS ENTERPRISE NOTICE

Minority Business Enterprises are encouraged to respond to this solicitation.

34. ARREARAGES

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.

35. MULTIPLE OR ALTERNATE BIDS

Unless multiple or alternate bids are requested in the solicitation, multiple or alternate bids may not be accepted. If the solicitation does not request multiple or alternate bids, if received they will be treated in accordance with COMAR 21.05.02.21.

36. BPO AS CONTRACT

- A. This provision applies to all procurement contracts procured by the Department of General Services except contracts for the procurement of architectural and engineering services for a price of greater than \$200,000.
- B. As used in this provision, "bid" refers to a bid submitted under competitive sealed bidding and to an offer submitted under competitive sealed proposals.
- C. As used in this provision, "bidder" refers to a bidder under competitive sealed bidding and to an offeror under competitive sealed proposals.
- D. As used in this provision, "solicitation" means an invitation to bid, a request for proposals, or any other document requesting bids or proposals for procurement by the Department.
- E. The bidder's execution and submission of a responsive bid constitutes a promise by the bidder to perform the contract solicited by the Department in accordance with the terms and conditions stated in the solicitation. The bid shall be irrevocable for the period stated in the

solicitation or for such longer period as the bidder and the Department may agree.

- F. Upon acceptance of a bid, the Procurement Officer may issue a Blanket Purchase Order ("BPO"), in a form to be determined by the Department, to the bidder accepting the bid and binding the bidder to a contract. The execution and issuance of a BPO by the Procurement Officer, subject to all necessary approvals, shall constitute acceptance of the bid and final award of the contract. The contract of the parties will be embodied in the contract documents, which shall consist of the executed BPO of the Procurement Officer, including all documents, terms, and conditions incorporated into those documents by the terms of the solicitation, the BPO, the bid, or by operation of law, and the executed bid of the bidder. If the Procurement Officer issues a BPO, at the option of the Procurement Officer it will not be necessary for the bidder to execute the BPO or any other form of contract or agreement. The Procurement Officer may require that the parties both execute a single document as the embodiment of the contract between the parties.
- G. In the event of a conflict between provisions of the contract documents, the controlling provisions shall be, in the following order, those of:
 - (1) the BPO; then
 - (2) the solicitation; and then
 - (3) the bid.

37. RETURNED GOODS

Contractor(s) shall be entitled to recover reasonable compensation for any and all goods shipped in accordance with authorized agency orders, meeting all contract requirements, and returned by the agency for reasons other than the Contractor's failure to meet contract requirements. Compensation shall be limited to actual unreimbursed costs incurred by the Contractor including, but not limited to, restocking charges, shipping charges, plus reasonable profit. Contractor must provide written proof of claimed

compensation. A return of goods covered by this section shall be deemed a partial termination for convenience as to the returned goods, and other contract provisions and principles applicable to a partial termination for convenience shall apply.

38. PURCHASES BY OTHER ENTITIES – INDEFINITE QUANTITY CONTRACTS

- A. This provision applies to indefinite quantity contracts.
- B. (1) Pursuant to Article 41, Section 18-201 of the Annotated Code of Maryland, except as provided in (2) the following entities may purchase materials, supplies, and equipment under this Contract:
 - (a) A county or Baltimore City;
 - (b) A municipal corporation;
 - (c) A governmental agency in the State;
 - (d) A public or quasi-public agency that:
 - (i) Receives State money; and
 - (ii) Is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code;
 - (e) A private elementary or secondary school that:
 - (i) Either has been issued a certificate of approval from the State Board of Education or is accredited by the Association of Independent Schools; and
 - (ii) Is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code; or
 - (f) A nonpublic institution of higher education under Section 17-106 of the Education Article.
- (2) A private elementary or secondary school or a nonpublic institution of higher education may not purchase religious materials under this contract.
- (3) The right to purchase under this section shall be in addition to, but not in substitution for, the applicable purchasing power granted to any of the

listed entities pursuant to any statutory or charter provision.

- (4) All purchases under this contract by any such entity which is not a unit or agency of the State of Maryland for which the State of Maryland may be held liable in contract
 - (a) shall constitute a purchase or contract between the Contractor and that entity only;
 - (b) shall not constitute a purchase or contract of the State of Maryland;
 - (c) shall not be binding or enforceable against the State of Maryland or any of its units or agencies; and
 - (d) may be subject to other terms and conditions agreed to by the Contractor and the purchaser.

Contractor bears the risk of determining whether or not any entity from which the Contractor receives an order under the contract is a unit or agency of the State of Maryland such that the contract may be enforced against the State of Maryland.