

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor



C. Gail Bassette
Secretary

MARYLAND DEPARTMENT OF GENERAL SERVICES

FACILITIES OPERATIONS & MAINTENANCE • FACILITIES PLANNING, DESIGN, CONSTRUCTION & ENERGY
PROCUREMENT & LOGISTICS • REAL ESTATE

INVITATION FOR BIDS

BID NUMBER: 001IT820344 / MDDGS31027547

Issue Date: June 24, 2017

STATEWIDE CONTRACT FOR 2017 VANS & SUV VEHICLES

NOTICE

A Prospective Bidder that has received this document from the DGS website or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED
TO RESPOND TO THIS SOLICITATION**

**STATE OF MARYLAND
DEPARTMENT OF GENERAL SERVICES**

IFB KEY INFORMATION SUMMARY SHEET

Invitation for Bids: SW Contract for 2017 Vans & SUV Vehicles

Solicitation Number: MDDGS31027547

IFB Issue Date: June 24, 2017

IFB Using Agency: Department of General Services (DGS)

Procurement Officer: Allegra Daye
Department of General Services
301 W. Preston Street, Room M-4,
Baltimore, MD 21201
Phone: 410.767-4032 Fax: 410.333.7022
E-mail: allegra.daye1@maryland.gov

Contract Monitor: Larry Williams
Department of Budget & Management
45 Calvert Street, Room 126,
Annapolis, MD 21401
Phone: 410.260-7195 Fax: 410.974.5045
E-mail: larry.williams@maryland.gov

Bids are to be sent to: Online at eMarylandMarketplace
(<https://emaryland.buyspeed.com/bs0>)

Pre-Bid Conference: June 30, 2017 at 2:00 p.m. Local Time
301 W. Preston Street, 13th Floor Conference Room
Baltimore, MD 21201

Closing Date and Time: July 27, 2017 by 2:00 p.m. Local Time

MBE Subcontracting Goal: 0%

VSBE Subcontracting Goal: 0%

PRE-BID CONFERENCE

**VENDORS WHO WISH TO ATTEND THE PRE-BID MUST RSVP VIA E-MAIL TO THE
PROCUREMENT OFFICER BY 2:00 P.M. ON DAY, JUNE 29, 2017.**

QUESTIONS & ANSWERS

All questions pertaining to this solicitation must be submitted on eMarylandMarketplace (eMM)
under the Q & A tab by the close of business July 8, 2017.

CONTENTS OF THIS SOLICITATION PACKAGE

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SECTION A

GENERAL INFORMATION

Statewide Contract for 2017 Vans & SUV Vehicles

Solicitation #001IT820344 / MDDGS31027547

A. OBJECTIVE:

The purpose of this solicitation is to obtain a source of supply and delivery for 2017 Vans and SUV vehicles for the State of Maryland at a firm fixed price for the term as shown herein. It is the intent of the State to award multiple contracts for 2017 Vans and SUV vehicles to the lowest responsive and responsible Vendor. Prices shall be quoted on a line by line basis per each make and model.

Successful Vendor(s) shall be responsible for ensuring that the Vans and SUV vehicles supplied are in accordance with the specification. The State reserves the right to inspect each vehicle prior to acceptance by the State, for compliance with the specifications herein. Inspection may be made by an authorized representative of the State at the source of supply, point of delivery, or both.

Please refer to detailed specifications in Section C.

B. BASIS OF AWARD:

This procurement is being conducted as a competitive sealed bid. The award will be to the responsible bidder submitting the lowest responsive bid on a **line by line basis (vehicle type by vehicle type)**. **Option prices will not be included in the evaluation.**

Vendor shall submit a bid price based on product description (specification) and unit of measure specified on each line. **For example:**

Unit of Measure (U/M) – EACH (E/A)

Specification – Vans and SUV vehicles

C. METHOD OF BIDDING:

All bids, affidavits, and/or responses to attachments shall be submitted electronically through eMaryland Marketplace (eMM) with the bid response. Bids submitted through the mail, faxed, hand delivered, etc. will not be accepted or considered.

Multiple or alternate bids will not be acceptable unless otherwise stated in the State solicitation documents.

All bid responses must be submitted through eMaryland Marketplace (eMM) at <https://emaryland.buyspeed.com/bs/>. Bids will not be accepted by email, fax, mail or hand delivery.

If you are new to eMaryland Marketplace you must register in order to bid. Additional assistance is available between the hours of 8:30 a.m. and 4:30 p.m., Monday thru Friday at the eMM Help Desk (410) 767-1492.

All quotations are to be net, cash discounts for any period will not be allowed. Prices quoted should reflect delivery F.O.B. destination to any point within Maryland for all vehicle types.

All Vendors shall submit a list of “standard” options with their bids.

No trade-ins are involved. Successful Vendor will, however, be responsible for license tag transfers from the State vehicle being replaced to the new vehicle at the point of delivery or Maryland temporary tags whichever is applicable

D. SCOPE OF CONTRACT:

The term of this contract will be for one year beginning at the date of award or until production is cut off by the manufacturer (whichever comes first). There will be no renewal options on this contract.

Successful Vendor(s) must notify the Procurement Officer for the State of Maryland, Department of General Services regarding production cut-off dates as soon as the dealership is notified by the manufacturer.

Contracts will remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate any contract without showing cause upon thirty (30) days written notice.

Any item listed herein not delivered in a timely manner or does not conform to the requirements of the contract, may be purchased on the open market by the using agency. The Contractor will be charged for any product cost incurred by the State that is in excess of the contracted price.

E. PRICE ESCALATION:

N/A – This solicitation does not allow for price escalation.

F. EXCEPTIONS:

The published specifications are meant to describe equipment suitable for the intended application and are not meant to be restrictive in any way. Any and all specifications determined by the bidder to be restrictive must be addressed in writing to the Procurement Officer, Allegra Daye, via e-mail at allegra.dave1@maryland.gov by the close of business on September 2, 2015. After Bid Opening, any exceptions to the bid specifications will not be accepted or considered.

G. UNIT PRICES:

Should the Contractor be required to perform work over and above that required by the Contract documents, or should the Contractor be ordered to omit work required by the Contract documents, an equitable adjustment will be made to the Contract price. In determining the amount of any such extra to the Contractor which is governed by unit prices, the amount of the extra will be the unit price bid by the Contractor or a reasonable price, whichever is less. In determining the amount of any such credit due the State which is governed by unit prices, the amount of the credit will be the unit price bid by the Contractor or a reasonable price, whichever is greater. Unit prices quoted will be the same for extra work and for credit work and shall be the sum total compensation payable or creditable for such items of work, including all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. The Procurement Officer will issue one or more Contract modifications to authorize any such additions or deletions of work.

H. REQUIRED DOCUMENTATION AND INFORMATION:

All forms, instructions, terms and conditions are available online. It is recommended that bidders download all online forms and attachments for future reference.

The following documentation and requested information is due in the format specified by bid due date and time unless stated otherwise below. **Failure to provide the requested documentation or information may cause your bid to be deemed non-responsive and rejected from consideration. Note: It is the Vendor's responsibility to confirm receipt of all requested documents.**

1. **PRODUCT INFORMATION** – Specify manufacturer and model/part number for product(s) offered in the alternate description section of each line of your bid response.
2. **WARRANTY INFORMATION** – Details on all warranties required in the detailed specifications of this solicitation must be provided as an attachment to your bid response.
3. **MVA DEALER'S & SALESMEN'S LICENSES** – Copies must be provided upon request from the Procurement Officer.

4. **AFFIDAVITS** – All affidavits may be provided as an attachment to your bid on eMM, or mailed or hand-carried to the Procurement Officer. If you have difficulty attaching the affidavits to your bid response, please contact the eMM help desk at 410-767-1492. Failure to provide all affidavits may cause your bid to be deemed non-responsive and rejected from consideration.

1. **MANDATORY AFFIDAVITS** - All affidavits are to be completed and provided as an attachment to your bid on eMM. If you have difficulty attaching the affidavits to your bid response, please contact the eMM help desk at 410-767-1492. Failure to provide all affidavits may cause your bid to be deemed not responsive and rejected from consideration.

Note: For the purpose of the bid/proposal and contract affidavits, domestic/foreign refers to whether your firm is an in-state or out-of-state corporation. If your firm is not located in the State of Maryland, please designate it as ‘foreign’ and provide the name of your resident agent (Maryland address), if applicable.

2. **REFERENCES** - Prior to submitting a bid for the commodity in the specifications, the firm shall be in existing and have no less than three (3) years experience in providing products that are equal to or comparable to the scope and magnitude required by the specifications.

In order to expedite the award process, it is very important for you to include the references as detailed. With each reference, list details of volume of sales for each location, a contact person, current working telephone number, e-mail address, time period of contract and dollar amount of contract. **References are to be submitted as an attachment with your bid on eMarylandMarketplace (eMM).** The Vendor shall supply this information by filling out and returning **Vendor Profile** with their bid response.

Failure to promptly provide information that leads to a determination of responsibility is grounds for rejection of the bid.

3. **MBE INFORMATION** - The goal of the State of Maryland's Minority Business Enterprise (MBE) Program is to attempt to provide a fair share of procurement contracts to Certified Minority Business Enterprises. There is a **0%** MBE participation for this bid.

The Maryland State Department of General Services adheres to the State of Maryland Minority Business Enterprise (MBE) policies. Minority Business Enterprise (MBE) vendors are encouraged to respond to this solicitation as the prime contractor and Minority Business Enterprise (MBE) vendors shall be represented, in subcontract, with a **0 %** MBE participation goal in the total bid price of this solicitation.

4. **ADDITIONAL TERMS & CONDITIONS:**

Any questions regarding this solicitation shall be submitted on eMarylandMarketplace (eMM) under the Q & A Tab no later than the close of business on **July 8, 2016**. **Questions will not be accepted by email, telephone or fax.** Information or instructions pertaining to this solicitation received from any other source are not valid.

Prices quoted shall be valid for ninety (90) days after bid opening.

This solicitation is in accordance with Code of Maryland Regulations (COMAR) 21.11.05.03B. One or more Preference Providers may respond to this solicitation. Any subsequent contract may be awarded to a preference provider if: (1) its bid price is deemed a fair market price by the Department of General Services, and (2) it accepts the terms and conditions contained in this solicitation. A fair market price is defined, for this solicitation, as the average total price of all responsive bids from responsible Vendors, excluding those bids received from certified sheltered workshops.

5. **USAGE REPORT:**

A Report shall be furnished by the successful Contractor every ninety (90) days detailing the purchase of all items on the contract. **The report shall be submitted electronically in Excel format. As a minimum, the report shall reflect the contract number, contract item number and description, the dollar volume purchased of each item, agency identification, and the contract total.** The report shall be filed within thirty (30) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may

also negate any contract extension clauses. Report shall be emailed to the Procurement Officer, Allegra Daye at allegra.daye1@maryland.gov.

6. RECIPROCAL PREFERENCE:

A Preference will be given to the responsive and responsible bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. 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 **non-resident Vendor** submitting a bid/proposal for a State project shall be provided an attachment to the bid/proposal a copy of the current statute, resolution, policy procedure or executive order of the resident State of the nonresident Vendor that pertains to that State's treatment of nonresident Vendors.

7. BILLING:

Contractor shall include the following information on all invoices; name of company, address, including 9 digit zip code, FEIN number, a contact name and phone number (including toll free) for placing orders. Failure to do so may result in delay of payment.

8. PRE-BID CONFERENCE:

Each bidder is encouraged to attend the scheduled pre-bid, although it is not mandatory. The Pre-Bid Conference is scheduled for **June 30th, 2016 at 2:00 p.m.** at **Maryland Department of General Services, 301 W. Preston Street, 13th Floor Conference Room, Baltimore, MD 21201.**

At the scheduled Pre-Bid Conference, each Bidder will familiarize himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. It is the sole responsibility of the Bidder to familiarize himself/herself fully with the contents of the specifications of this solicitation. Failure to do so does not relieve the successful Bidder from their obligation to comply with all aspects of this Bid package for the amount he/she specifies as his/her bid. Bidders shall RSVP by email to the Procurement Officer prior to the Pre-Bid to attend.

9. KICK OFF MEETING:

N/A

10. NO BID NOTICE:

The Department of General Services is committed to providing solicitations that are readily and easily responded to. If you choose not to respond to this solicitation, please fill out this form, Attachment I, and email it to the Procurement Officer, Allegra Daye at allegra.daye1@maryland.gov. We will review your responses and suggestions and try to incorporate them in our procedures.

SECTION B
TERMS AND CONDITIONS
STATEWIDE CONTRACT
FOR 2017 VANS & SUV VEHICLES
Solicitation #001IT820344 / MDDGS31027547

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. NON-DISCRIMINATION 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 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. The website for the State Department of Assessments and Taxation is <http://www.dat.state.md.us>, e-mail address is charterhelp@dat.state.md.us, and phone numbers for the State Department of Assessments and Taxation are: (410) 767-1340 or (888) 246-5941.

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:

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.

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:

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.

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://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

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:

Changes: 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:

- In the specifications (including drawings and designs);
- In the method or manner of performance of the work;
- In the State-furnished facilities, equipment, materials, services, or site; or
- Directing acceleration in performance or delivery.

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.

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.

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.

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.

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.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment is made under this contract.

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.

Miscellaneous: 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.

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.

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.

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:

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:

- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or smaller amount set by the procurement officer; or
- B. A change order or contract modification, expected to exceed \$100,000, or smaller amount set by the procurement officer.

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/PO AS CONTRACT:

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.

As used in this provision, a bid refers to a bid submitted under competitive sealed bidding and to an offer submitted under competitive sealed proposals.

As used in this provision, a Bidder refers to a Bidder under competitive sealed bidding and to an offeror under competitive sealed proposals.

As used in this provision, a solicitation means an Invitation for Bids, a request for proposals, or any other document requesting bids or proposals for procurement by the Department.

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.

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.

In the event of a conflict between provisions of the contract documents, the controlling provisions shall be, in the following order, those of:

The BPO; then

The Solicitation; and then

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:

This provision applies to indefinite quantity contracts.

Pursuant to Article 41, Section 18-201 of the Annotated Code of Maryland, except as provided in (B) the following entities may purchase materials, supplies, and equipment under this Contract:

- (1) A county or Baltimore City;
- (2) A municipal corporation;
- (3) A governmental agency in the State;
- (4) 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;
- (5) 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
- (6) A non-public institution of higher education under Section 17-106 of the Education Article.
 - (B) A private elementary or secondary school or a nonpublic institution of higher education may not purchase religious materials under this contract.

- (C) 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.
- (D) 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 (1) shall constitute a purchase or contract between the Contractor and that entity only; (2) shall not constitute a purchase or contract of the State of Maryland; (3) shall not be binding or enforceable against the State of Maryland or any of its units or agencies; and 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.

39. ELECTRONIC TRANSACTION FEE:

- A. Contractor shall pay an electronic transaction fee to the State in the amount of one percent (1%) of the total contract sales. The electronic transaction fee is calculated based on all sales transacted under the contract, minus any returns or credits. The electronic transaction fee shall not be charged directly to the customer, e.g., as a separate line item, fee or surcharge, but shall be included in the contract's unit prices.
- B. The electronic transaction fee shall be submitted to the Department of General Services, Fiscal Services Division, 301 W. Preston Street, Room 1309, Baltimore, MD, 21201, within ten (10) calendar days following the end of each calendar month along with a **Monthly Usage Report** documenting all contract sales. An excel version of the **Monthly Usage Report** shall be emailed to the Program Manager, **LISA MCDONALD** at lisa.mcdonald@maryland.gov and to **AWAWU SALAKO** at awawu.salako@maryland.gov.
- C. Failure to remit transaction fees in a timely manner or remittance of fees inconsistent with the contract's requirements may result in the State exercising all recourse available under the contract including, but not limited to, a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$10,000.00 or one (1%) percent of the contract's estimated annual value, whichever is higher.
- D. Prior to Award, Contractors will be asked to confirm in writing that their unit prices include the one percent (1%) electronic transaction fee.

40. eMM CATALOG:

The contract awardee is required to register as a vendor in the eMaryland Marketplace eCatalog directory (online shopping environment). It offers a virtual shop front for your goods and services to be purchased with ease across the State through the system. Please contact Lisa McDonald at lisa.mcdonald@maryland.gov regarding information and instructions on joining the eMM eCatalog. You must coordinate the upload of your product catalog to ensure maximum use of your products and services per contract terms.

SECTION C

SPECIFICATIONS

STATEWIDE CONTRACT FOR 2017 VANS & SUV VEHICLES

BID NUMBER: 001IT820344 / MDDGS31027547

FY 2017 VEHICLE PURCHASE STANDARDS

ADDITIONAL TERMS & CONDITIONS:

Only the specific model vehicles listed will be considered. No substitutes.

Color: To be any standard color as shown in manufacturer's color selector on model bid.

At time of delivery from dealer, each vehicle shall contain a minimum of five (5) gallons of gasoline.

All Vendors must possess a valid State of Maryland Motor Vehicle Administration (MVA) Dealer's license. All Vendors must also possess a valid State of Maryland Motor Vehicle Administration salesman's license. A copy of the aforementioned licenses shall be provided upon bid submission.

Vehicle shall be delivered with a Certificate of Origin.

There is to be no dealer identification attached to the new vehicle.

Vendors shall be required upon delivery to submit a certificate showing that the vehicle was serviced in accordance with the manufacturer's recommended new motor vehicle preparation check sheet. This certification is to be signed by the person who serviced the vehicle, as well as the owner and/or designated representative of management.

All Vendors shall submit written evidence with bids showing a minimum warranty on power train of 5 years/60,000 miles and a minimum vehicle warranty of 1 year/12,000 miles. There shall be zero (-0-) deductible on the warranty.

Standard and/or extended warranty papers must be given at time of vehicle delivery.

Any reduction of prices during the period of this contract shall be passed on to the State of Maryland.

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.

Vendors shall include the 9-digit zip code of company address on all invoices. Failure to do so may result in delay of payment.

Warranty and service is to be honored at manufacturer's dealerships, regardless of which dealer is the successful Vendor. Should there be any difference in fleet warranty and retail warranty, it must be so indicated with your bid.

Usage reports: Successful Vendor(s) shall provide usage figures for all vehicles purchased against this contract. Information must include all political subdivisions and non-profit organizations. Statistics must be categorized by ordering entity and type of vehicle. Usage reports must be provided on a quarterly basis. Vendors who are determined to be in default of this mandatory report requirement will not be allowed to bid on any future requirements. Reports shall be sent in Excel format and emailed to the DGS Procurement Officer.

DESCRIPTION

Type 9 Part-time Four (4) Wheel Drive Compact Utility Vehicle

Payload:	1,000 lb. minimum
GVW:	4,200 lb. minimum
Wheelbase:	"104 minimum
Engine:	Engine 1.5 L minimum displacement, gasoline, fuel injected, naturally aspirated (no diesel, no supercharger 168hp / 170 Torque
Transmission:	Automatic with shift-on-the-fly 4WD or AWD
Battery:	600 cold cranking amps minimum
Alternator:	90 amp minimum
Axles and Springs:	To meet payload
Shock Absorbers:	Front and Rear
Tires:	Manufacturer's standard to meet payload with a spare wheel and tire
Brakes:	Power with 4 Wheel ABS
Steering:	Power
Fuel Tank:	15.3 gallon minimum
Mirrors:	Dual - factory installed - 30 sq. in. minimum
Bumpers:	Front and Rear
Body:	4 door, full top, 5' minimum
Bucket seats in front Center console Factory Air Conditioning Tinted Glass Driver side Air Bag Supplemental Restraint System Fresh Air Type Heater/Defroster – Directional Signals Windshield Wiper/Washer – multi-speed electric with intermittent action feature Rear Window Wiper/Washer Rear Window Defroster AM/FM Stereo Radio Floor Mats Power Point Power operated Windows and Door Locks – two-stage Left and right hand outside mirrors – remote control Bluetooth DHTSA Crash Tested	
Example: Ford Escape, Chevrolet Equinox, Dodge Journey, Toyota Rav4	

NOTES: Not recommended for snowplow applications

DESCRIPTION

Type 9-P All Wheel Drive Midsize Police Pursuit Utility Vehicle

Style:	4 door sedan AWD Utility
Wheelbase:	112.6" minimum
Engine:	6 cylinder, 3.7 L V6, fuel injected
Transmission:	6 speed automatic, electronically controlled
Battery:	750 cold cranking amps-mounted in trunk with rundown protection
Alternator:	220 amps minimum
Suspension System:	Heavy duty police – independent MacPherson strut w/rear-facing L-shaped lower control arm stabilizer bar attached to an isolated subframe. Spring-helical coil; Shock – integrated w/strut, gas-pressure hydraulic. Rear, Independent multilink w/upper and lower control arm and isolated subframe; Spring: helical coil w/isolating upper and lower spring seats.
Tires:	Speed rated radial – P245/55R18 A/S BSW with full size spare/wheel.
Brakes:	Power 4-wheel anti-lock heavy-duty disc brakes with police calibration.
Seating:	Front – Heavy Duty Cloth Bucket Rear – 60/40 folding Heavy Duty Vinyl Bench 3 point seat belts in all seating positions
<p>Factory Air Conditioning with pollen air filtration</p> <p>Air bag supplemental restraint system & Side air curtains</p> <p>Power operated Windows and Door Locks, two-stage</p> <p>Rear seat Windows and Door Locks operable from driver position only</p> <p>Left and right-hand outside mirrors – remote control</p> <p>Tinted Glass all around</p> <p>Defroster – Rear window</p> <p>Hood and Trunk Release – inside body remote control – key on only</p> <p>Roof Reinforcement</p> <p>LED Left-hand Spot lamp</p> <p>Dome lamp – Red/white</p> <p>Full size spare tire/wheel</p> <p>Tire Pressure Monitoring System (TPMS)</p> <p>SOS Post Crash alert system</p> <p>Fresh Air Type Heater/Defroster –</p> <p>Directional Signals</p> <p>Windshield Wiper/Washer – multi-speed electric with intermittent action feature</p>	

Type 9 P All Wheel Drive Midsize Police Pursuit Utility Vehicle (cont'd)

Floor – Heavy duty Thermoplastic Elastomer (vinyl)
Seats: driver 6-way power; Passenger 2-way manual w/manual recline
Mirrors – exterior dual power, manual folding w/integrated blind spot mirrors
Shifter – Column mounted
Simple fleet key
Single key locking system
Radio Noise Suppression Package
AM/FM Radio
Additional wiring for grill lights, siren, and lightbar to be coordinated with the agency
100-amp main power supply wiring in trunk
“Certified” Speedometer
Back-up camera monitor in the stack
Power Point
Bluetooth
DHTSA Crash Tested

Example: Ford Interceptor – Utility

Option: Dark Car Feature
Cloth rear seats/carpet
2 Extra Keys
Full wheel covers
Transfer Case Cooler
Back up camera monitor in mirror

DESCRIPTION

Type 10-1 Full Size Utility Vehicle Extended (E-85) Ethanol

Payload:	1,500 lb. minimum
GVW:	7,400 lb. minimum
Wheelbase:	130" minimum
Engine:	5.3 L minimum displacement, gasoline, fuel injected, naturally aspirated (no diesel, no 6 –speed supercharger) 355hp/383 Torque
Transmission:	Automatic
Battery:	650 cold cranking amps minimum
Alternator:	140 amp minimum
Axles and Springs:	To meet payload
Shock Absorbers:	Front and rear
Tires:	Manufacture’s standard radial to meet payload W/Spare
Brakes:	Power with 4 Wheel ABS
Steering:	Power
Fuel Tank:	30 gallon minimum
Mirrors:	Dual- factory installed – low mount 5” x 7” minimum
Bumpers:	Front and Rear
Body:	4 door, 5” minimum full steel top
<p>Factory Air Conditioning Front & Back</p> <p>Split Bench Seats</p> <p>Tinted Glass</p> <p>Driver side Air Bag Supplemental Restraint System</p> <p>Fresh Air Type Heater/Defroster</p> <p>Directional Signals</p> <p>Windshield Wiper/Washer - multi-speed electric with intermittent action feature</p> <p>Rear Window Defroster</p> <p>AM/FM Stereo Radio</p> <p>Power Point</p> <p>Power operated Windows and Door Locks two-stage</p> <p>Left and Right-hand outside mirrors – remote control</p> <p>Bluetooth</p> <p>DHTSA Crash Tested</p>	
<p>Example: CHEVROLET SUBURBAN, GMC YUKON XL</p>	

- Option:** Split bench w/center delete
 4 Wheel Drive w/shift on the fly
 Tow Package w/HD cooling
 1 Ton capability if available
 2 Extra Keys

DESCRIPTION

Type 10-C Part-time Four (4) Wheel Drive Full Size Utility Vehicle (E-85) Ethanol

Payload:	1500 lb. minimum
GVW:	8,600 lb. minimum
Wheelbase:	116" minimum
Engine:	V-8, 4.2 L minimum displacement, gasoline, fuel injected, naturally aspirated (no diesel, no supercharger) 355hp / 383 Torque
Transmission:	Automatic with shift-on-the-fly 4 WD
Battery:	640 cold cranking amps minimum
Alternator:	140 Amp minimum
Axles and Springs:	To meet payload
Shock Absorbers:	Front and Rear
Tires:	Manufacturer's standard radial to meet payload with conventional spare wheel and tire
Brakes:	Power with 4 Wheel ABS
Steering:	Power
Fuel Tank:	18.7 gallon minimum
Mirrors:	Dual - factory installed - low mount 5" x 7" minimum
Bumpers:	Front and Rear
Body:	4 door, 5' minimum, full steel top
<p>Bench seats (standard)</p> <p>Factory Air Conditioning</p> <p>Tinted Glass</p> <p>Driver side Air Bag Supplemental Restraint System</p> <p>Fresh Air Type Heater/Defroster</p> <p>Directional Signals</p> <p>Windshield Wiper/Washer - multi-speed electric with intermittent action feature</p> <p>Rear Window Defroster</p> <p>AM/FM Stereo Radio</p> <p>Power Point</p> <p>Power operated Windows and Door Locks</p> <p>Left and Right-hand outside mirrors – remote control</p> <p>Bluetooth</p> <p>DHTSA Crash Tested</p>	
<p>Example: CHEVROLET TAHOE, GMC YUKON</p>	

NOTES: Not recommended for snowplow applications

Options: 2 Extra Keys

Split Bench Seat w/Center Delete

DESCRIPTION

Type 10-M Part-time Four (4) Wheel Drive Mid-Size Utility Vehicle

Payload:	1,330 lb. minimum
GVW:	5,300 lb. minimum
Wheelbase:	112" minimum
Engine:	3.5 L minimum displacement, gasoline, fuel injected, naturally aspirated (no diesel, no supercharger) 281hp / 255 Torque
Transmission:	Automatic with shift-on-the-fly 4WD or AWD
Battery:	600 cold cranking amps minimum
Alternator:	90 amp minimum
Axles and Springs:	To meet payload
Shock Absorbers:	Front and Rear
Tires:	Manufacturer's standard radial to meet payload with conventional spare wheel and tire
Brakes:	Power with 4Wheel ABS
Steering:	Power
Fuel Tank:	18.7 gallon minimum
Mirrors:	Dual - factory installed - low mount 5" x 7" minimum
Bumpers:	Front and Rear
Body:	4 door, 5' minimum, full steel top

Front Bucket seats
 Center console
 Factory Air Conditioning
 Tinted Glass
 Driver side Air Bag Supplemental Restraint System
 Fresh Air Type Heater/Defroster
 Directional Signals
 Windshield Wiper/Washer - multi-speed electric with intermittent action feature
 Rear Window Wiper/Washer
 Rear Window Defroster
 PowerPoint
 AM/FM Stereo Radio
 Floor mats
 Spare tire with jack
 Power Point
 Power operated Windows and Door Locks, two-stage
 Left and Right-hand outside mirrors – remote control
 Bluetooth
 DHTSA Crash Tested

Example: FORD EXPLORER, JEEP GRAND CHEROKEE, CHEVROLET TRAVERSE, DODGE DURANGO

NOTES: Not recommended for snowplow applications.
 Option: 2 Extra Keys Third Row Seat

DESCRIPTION	
Type 10-P Full Size Utility Vehicle Police Pursuit Certified	
Payload:	1,122 lb. minimum
GVW:	6,400 lb. minimum
Wheelbase:	116" minimum
Engine:	5.3 L minimum displacement, V-8 gasoline, fuel injected, naturally aspirated (no diesel, no supercharger) 355hp 383 /Torque
Transmission:	Automatic W/Over Drive
Battery:	660 cold cranking amps minimum
Alternator:	145 amp minimum
Axles and Springs:	To meet payload
Shock Absorbers:	Front and Rear
Tires:	Manufacturer's standard radial to meet payload with conventional spare wheel and tire
Brakes:	Power with 4 Wheel ABS
Drive Wheel:	RWD or 4WD
Steering:	Power
Fuel Tank:	25 gallon minimum
Mirrors:	Dual - factory installed - low mount 5" x 7" minimum
Bumpers:	Front and Rear
Body:	4 door, 5' minimum, full steel top
Bucket seats in front Factory Air Conditioning Deep Tinted Glass All Around Driver side Air Bag Supplemental Restraint System Fresh Air Type Heater/Defroster Directional Signals Windshield Wiper/Washer - multi-speed electric with intermittent action feature Rear Window Defroster PowerPoint AM/FM Stereo Radio Power operated Windows and Door Locks, two-stage Left and Right-hand outside mirrors – remote control Bluetooth DHTSA Crash Tested	
Example: Chevrolet Tahoe	

NOTES: Not recommended for snowplow applications.

Option: 4WD Pursuit Certified
 Cloth Rear Seats/Carpet
 Driver-side Spotlight

2 Extra Keys
 Factory Console

DESCRIPTION

Type 11 Specialty Compact Wagon/Van

Wheelbase:	104" minimum
Engine:	4 cylinder, 1.6 L minimum displacement, fuel injected - 131hp/139 Torque
Transmission:	Automatic
Battery:	600 cold cranking amps minimum
Alternator:	150 amp minimum
Axles and Springs:	To meet payload
Shock Absorbers:	Manufacturer's standard
Tires:	Manufacturer's standard with standard spare wheel and tire
Brakes:	Power with 4 wheel ABS
Steering:	Power
Fuel Tank:	Standard
Mirrors:	Dual - factory installed - folding
Bumpers:	Front and Rear
Standard 2 Front Seats Factory Air Conditioning Tinted Glass all around Air Bag Supplemental Restraint System for driver and front seat passenger Full Insulation package Windshield Wiper/Washer - multi-speed electric with intermittent action feature Rear Window Wiper/Washer Dual Rear Doors Rear Door Glass PowerPoint AM/FM Stereo Radio Left and Right-hand outside mirrors – remote control Bluetooth DHTSA Crash Tested	
Example: Ford Transit Connect, Chevrolet City Express, RAM Pro-Master City, Nissan NV-200	

- Options:
- Side Door Glass
 - Rear Air Conditioning/Heat
 - Long wheel base 121"
 - Power operated Windows and Door Locks,
 - 2 Extra Keys

DESCRIPTION

Revised - Type 11-1 Mobility Mini-Van

Instrumentation:

Speedometer with odometer and trip odometer with reset feature.
Fuel Gauge
Oil Pressure gauge or indicator

Sliding Doors:

Vehicle shall be equipped with dual, sliding side doors
Door track shall utilize OEM fastening system (no welding of the track to pan)
Track shall be easily removed from the side of the track pan without removing cover or flooring
(Remove 5 OEM nuts and track will drop down and pull out side of pan).
Door shall utilize OEM type hold open bracket to keep door from closing when parked down a hill.

Factory conversion for ADA Low Floor Mobility Van:

The OEM floor shall be lowered 14 inches from the base of the firewall to the area immediately in front of the rear axle.
This assembly shall be carbon steel metal, at a minimum.
Shall be joined to the body frame members in a manner that provides a leak proof floor.
The floor shall be lowered through the threshold of each sliding door, while the door itself shall be extended to seal.

Floor Covering:

A vapor-insulating barrier of ½" marine grade plywood shall be applied over the lowered metal floor.
The floor shall be laid without gaps or openings.
Seams shall be filled with color matching material so as to be tight against any influx or seepage of moisture.
The floor covering shall be thoroughly cemented into position throughout the entire area.
Flooring manufacturer shall be thoroughly cemented into position throughout the entire area.
Flooring manufacturer shall approve the flooring cement or adhesive.
The floor covering shall transit grade Altro or approved equal.

Manually operated side door ADA ramp:

The door shall be located on the right side of the vehicle.
Shall be a single, rearward sliding type.

Wheelchair Ramp:

Shall be hinged, manually operated, fold up, formed aluminum design.
Shall have a 60 grit powder coat bonded to the walking surface.
Shall incorporate a latching, swing-away feature to allow ambulatory passengers to easily pass through the right sliding door with the ramp folded.
Shall use a dual spring resistance to control the rate of movement as it folds and unfolds.
Shall not block any part of the door glass while in the stowed position.

Wheelchair Positions and Securement:

The vehicle shall have (2) forward facing wheelchair positions.
A wheelchair securement system shall be provided to hold wheelchairs in the prescribed positions.
The securement system shall be Q Straint or an approved equal.
The securement system shall utilize recessed anchor points in the floor, which provide 4 points of securement, 2 in front of the wheelchair and 2 behind the wheelchair.
No anchor points shall project more than 1/8 of an inch above the finished floor.
The securement system shall be adjustable and be capable of accommodating a wide variety of commonly used wheelchair types.
A wheelchair passenger restraint system shall be provided to secure the wheelchair user.
Passenger restraint belts and latches shall be provided for all seating positions.
The entire securement and restraint system shall comply with all applicable state and federal regulations.
All wheelchair securement and restraints shall comply with the applicable regulations under the California Code of Regulations, Title 13, Section 129.

Type 11-1 Mobility Mini-Van (cont'd)

Interior lighting:

Lighting producing a minimum of 2-foot candles of illumination on entrance ramp area shall be provided. Wheelchair ramp area lighting shall be activated whenever the door is open.

Exterior lighting:

All exterior lighting shall be in accordance with Federal Motor Carrier Safety Regulations (393.12).

All lights have sufficient excess wire to allow the light, or bulb, to extend a minimum of 6 inches beyond its normal mounting position for service purposes.

All lights shall be grounded to vehicle body or chassis frame. -all lights and fixtures shall be sealed from moisture.

Safety Equipment - Back-up alarm:

An electrically operated device that produces an intermittent audible signal when the vehicle's transmission is shifted to reverse shall be provided.

The alarm shall meet or exceed SAE J994B standards.

Vehicle Interlock:

The ENC Interlock is designed to ensure the vehicle cannot be moved when the curb side slide door is open. This fully automatic Solid State Microprocessor is designed with an LED display panel back lit to show the operator the status of the systems. Interlocked with the Brakes – Transmission – Doors, the program will not allow the operator to drive off with the Park Brake engaged. One special function of this module insures the chassis must be in park to start, "Park Crank Only". The ENC Interlock has been designed to meet ADA Title 49 Lift Requirements.

Delivery:

All vehicles shall be serviced prior to delivery in accordance with the OEM and manufacturer's new vehicle pre-delivery service requirements.

Vehicle registration:

The contractor shall provide all necessary documents to enable the purchasing agency to register the vehicle in the state of its choice.

Registration and licensing fees shall not be included in the bid price, as those costs will be born by the purchasing agency.

Manuals:

In addition to the vehicle OEM owner's manual, a manual prepared by the manufacturer which contains all of the pertinent operating and service instructions shall be provided with each vehicle.

The instructions will cover all components and accessories added or modified during the conversion including the wheelchair ramp.

Storage:

The storage area behind the third row seat under the tub cover contains the compact spare, safety triangles and first aid kit.

The fire extinguisher is mounted to the driver seat base.

Type 11-1 Mobility Mini-Van (cont'd)

Removable front passenger seat:

The seat shall be removable so a wheelchair passenger can occupy the front seat location.

The seat shall be mounted on a base with wheels for the ease of removal and installation.

The seat shall be secured to the floor by means of (4) OEM seat latches mounted on the seat base and (4) mating OEM seat attachment pockets in the floor.

The seat shall incorporate a latch-release mechanism operated by means of a single, quick-release foot pedal connected to the latch.

The seat shall be equipped with a receiver buckle for a 3-point lap/shoulder restraint belt.

A 4-point wheelchair securement system, which also will accommodate a 3-point lap/shoulder restraint belt, will be installed at this location.

Rear bench seat:

The standard, OEM 3-passenger 60/40 split rear bench seat shall be utilized; passenger restraint belts and latches will be in place for each designated seating position.

NOTE: This becomes a 2 passenger seat, if middle 2 passenger foldaway is installed.

Dimensions:

Maximum height, (without luggage rack) 73.0 inches

Maximum height, (with luggage rack) 76.0 inches

Minimum height, (floor to ceiling at center, no overhead console) 60 inches

Maximum height of floor at ramp door 11 inches

Minimum ramp door opening usable height 56 inches

Minimum clear ramp door opening width 33 inches

Minimum wheelchair ramp length 54 inches

Minimum wheelchair ramp usable width 31 inches

Minimum ground clearance, (measured from frame, empty) 7 inches

Minimum ground clearance, (measured from frame, loaded to GVWR) 5.5 inches

Minimum passenger compartment length, (measured from rear of driver's seat base to rear seat riser) 55 inches

Body:

The structure shall be adequately reinforced at all joints and corners to carry loads up to the GVWR.

Shall be able to withstand road shock under normal driving conditions without deformation or separation.

Shall be tightly sealed to eliminate drafts and water leaks at body, floor, and roof joints.

The vehicle shall be fully undercoated with a non-flammable material.

The vehicle, at maximum GVWR, at static conditions with any one wheel on a 6 inch high block or in a 6 inch deep hole, shall not exhibit deformation or deflection that impairs operation of doors, windows, wheelchair ramp, or other mechanical elements.

Electrical - Wiring shall comply with the following provisions:

All wiring other than the provided by the chassis OEM shall be PVC or better insulated and color coded for positive identification.

Precautions shall be taken to prevent damage from heat, water, solvents, and chafing by proper routing, clamping, and the use of grommets or suitable elastomeric cushion materials.

All vehicles shall be wired identically

Complete wiring schematic diagrams shall be furnished covering all electrical equipment and circuitry, complete with wiring color codes.

Type 11-1 Mobility Mini-Van (cont'd)

Conversion warranty:

The conversion shall be warranted against “rust through” damage, (excluding surface rust), to metal components of the installed floor and ramp, by replacement or repair, for a period of (7) years or 70,000 miles, whichever should occur first.

All other components of the conversion shall be warranted, by repair or replacement, for a period of 36 months from the in-service date or 36,000 miles, whichever occurs first.

Maintenance items, diagnostic work, and troubleshooting labor shall not be covered.

The warranty shall be transferable upon the sale of the vehicle within the warranty period with the condition the information pertaining to the seller and the buyer is provided to the manufacturer within (30) days of the date of the sale.

Ignition/door locks and keys:

The OEM standard keyed ignition switch and door locks shall be used. - (2) Sets of keys shall be provided with each vehicle.

Power operated Windows and Door Locks, two-stage

Left and right-hand outside mirrors – remote control

Example: Dodge Grand Caravan, Chrysler Town and Country, Toyota Sienna Van

Option: Stainless Steel Floor

2 Extra Keys

Fold up Center Seat

DESCRIPTION

Type 11-C Flex Fueled Seven (7) Passenger Mini-Wagon/ Van (E-85) Ethanol

Wheelbase:	121" minimum
Engine:	6 cylinder, 3.0 L minimum displacement, fuel injected, may be fueled solely by ethanol (E-85), unleaded gasoline, or a mixture of the alcohol fuel and gasoline from the same tank.
Transmission:	Automatic W/Overdrive
Battery:	660 cold cranking amps minimum
Alternator:	100 amp minimum
Axles and Springs:	To meet payload Front and Rear
Shock Absorbers:	
Tires:	Manufacturer's standard radial with conventional or temporary spare wheel and tire
Brakes:	Power ABS
Steering:	Power
Fuel Tank:	Standard
Mirrors:	Dual - factory installed - 6.5" x 4" minimum
Bumpers:	Front and Rear
<p>Factory Air Conditioning Rear Air Conditioning/Heat Tinted Glass all around Air Bag Supplemental Restraint System for driver and front seat passenger Full Insulation package Windshield Wiper/Washer - multi-speed electric with intermittent action feature Rear Window Wiper/Washer Rear Window Defroster Floor Mats AM/FM Stereo Radio Power Point Power operated Windows and Door Locks, two-stage Left and Right-hand outside mirrors – remote control Bluetooth</p>	
<p>Example: Dodge Grand Caravan, Chrysler Pacifica</p>	

Option: 2 Extra Keys

DESCRIPTION	
Type 13-C Flex Fueled Full Size Eight (8) Passenger Wagon/Van (E-85) Ethanol	
Wheelbase:	129" minimum
Engine:	6 cylinder - 3.7 L minimum displacement, gasoline, 261hp/260Torque
Transmission:	Automatic W/Overdrive
Battery:	600 cold cranking amps minimum
Alternator:	115 amp minimum
Axles and Springs:	To meet payload
Shock Absorbers:	Front and Rear
Tires:	Manufacturer's standard radial with conventional spare wheel and tire
Brakes:	Power with 4-Wheel ABS
Steering:	Power
Fuel Tank:	Standard
Mirrors:	Dual – factory installed - low mount 6" x 9" minimum
Bumpers:	Front and Rear
Dual Rear Doors Factory Air Conditioning Rear Air Conditioning/Heat Dark Tinted Glass Air Bag Supplemental Restraint System for driver and front seat passenger Full Insulation package – additional insulation available as an option Windshield Wiper/Washer – multi-speed electric with intermittent action feature Swing open side doors AM/FM Stereo Radio Power Point Power operated Windows and Door Locks, two-stage Left and Right-hand outside mirrors – remote control Bluetooth	
Example: Chevrolet Express G-2500, GMC Savana G-1500, Ford Transit, Nissan NVP, /Ram Pro Master	

- Options:** Sliding doors
 2 Extra Keys
 Medium Top Roof
 High Top Roof

DESCRIPTION

Type 14-C Full Size Twelve (12) Passenger Wagon/Van (E-85) Ethanol

Wheelbase:	140" minimum
Engine:	6 cylinder, 3.7 L minimum displacement, fueled by ethanol (E-85), unleaded gasoline, or a mixture of the alcohol fuel and gasoline from the same tank 275hp/260 Torque
GVW:	8,600 lbs
Transmission:	Automatic W/Overdrive
Battery:	660 cold cranking amps minimum
Alternator:	100 amp minimum
Axles and Springs:	To meet payload
Shock Absorbers:	Heavy Duty Front and Rear
Tires:	Manufacturer's standard radial with conventional spare wheel and tire
Brakes:	Power with 4-Wheel ABS
Steering:	Power
Fuel Tank:	Standard
Mirrors:	Dual - factory installed – low mount 6" x 9" minimum
Bumpers:	Front and Rear
<p>Dual Rear Doors</p> <p>Factory Air Conditioning</p> <p>Rear Air Conditions/Heat</p> <p>Dark Tinted Glass</p> <p>Dual Air Bag Supplemental Restraint System for driver and front seat passenger</p> <p>Power operated Windows and Door Locks</p> <p>Left and Right-hand outside mirrors – remote control</p> <p>Full Insulation package</p> <p>Windshield Wiper/Washer - multi-speed electric with intermittent action feature</p> <p>Swing open side doors</p> <p>AM/FM Stereo Radio</p> <p>Power Point</p> <p>Bluetooth</p> <p>DHTSA Crash Tested</p>	
<p>Example: Chevrolet Express G-2500, Ford Transit, GMC Savana G-2500</p>	

- Option:** Sliding doors
 2 Extra Keys
 Medium Top Roof
 High Top Roof

DESCRIPTION

Type 17-C Full Size 3/4-Ton Cargo Van (E-85) Ethanol

Payload:	2,500 lb. minimum
GVWR:	8,500 lb. minimum
Wheelbase:	130 minimum
Engine:	6 cylinder - 3.5 L minimum displacement, 275hp/260 Torque fueled by ethanol (E-85), unleaded gasoline, or a mixture of the alcohol fuel and gasoline from the same tank
Transmission:	Automatic W/Over Drive
Battery:	660 cold cranking amps minimum
Alternator:	115amp minimum
Axles and Springs:	To meet payload
Shock Absorbers:	Front and Rear
Tires:	Manufacturer's standard radial with conventional with spare wheel and tire
Brakes:	Power with 4-Wheel ABS
Steering:	Power
Fuel Tank:	Standard
Mirrors:	Dual - factory installed - low mount 6" x 9" minimum
Bumpers:	Front and Rear
Factory Air Conditioning Driver and passenger seat Dual Air Bag Supplemental Restraint System for driver and front seat passenger Windshield Wiper/Washer - multi-speed electric with intermittent action feature Audible Back-up Warning Device AM/FM Stereo Radio Power Point Left and Right-hand outside mirrors – remote control Bluetooth DHTSA Crash Tested	
Example: Chevrolet G-2500, Ford Transit, GMC G-2500,	

Option: Power operated Windows and Door Locks
 Medium Roof
 High Top Roof
 Dual Rear Doors w/ Glass
 Tinted Glass

Rear Air Conditioning/Heat
 2 Extra Keys
 Diesel Engine

DESCRIPTION

Type 18- Full Size 1-Ton Cargo Van

Payload:	3,600 lb. minimum
GVWR:	9,000 lb. minimum
Wheelbase:	125" minimum
Engine:	8 cylinder - 4.6 L minimum displacement, 275hp/260 Torque
Transmission:	4 speed automatic
Battery:	600 cold cranking amps minimum
Alternator:	100 amp minimum
Axles and Springs:	To meet payload
Shock Absorbers:	Front and Rear
Tires:	Manufacturer's standard radial with conventional spare wheel and tire
Brakes:	Power with 4 Wheel ABS
Steering:	Power
Fuel Tank:	Standard
Mirrors:	Dual – factory installed - low mount 6" x 9" minimum
Bumpers:	Front and Rear
Factory Air Conditioning Driver and passenger seat Dual Air Bag Supplemental Restraint System for driver and front seat passenger Windshield Wiper/Washer - multi-speed electric with intermittent action feature Audible Back-up Warning Device AM/FM Stereo Radio Left and Right-hand outside mirrors – remote control Bluetooth	
Example: Chevrolet G-3500, Ford Transit, GMC G-3500, Ram Pro Master	

- Options:**
- Rear Glass
 - Side Door & Rear Glass
 - Tinted Glass
 - Rear Air Conditioning/Heat
 - 2 Extra Keys
 - Power operated Windows and Door Locks
 - High Top/Roof
 - Medium Top/Roof

ATTACHMENT A

MBE Utilization and Fair Solicitation Affidavit
and MBE Participation Schedule
Version 7/9/14

MBE ATTACHMENT D-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.

5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA's website (www.goma.maryland.gov) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any.
7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

Subgoals (if applicable)

Total African American MBE Participation: _____ %
Total Asian American MBE Participation: _____ %
Total Hispanic American MBE Participation: _____ %
Total Women-Owned MBE Participation: _____ %

Overall Goal

Total MBE Participation (include all categories): _____ %

**MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT &
MBE PARTICIPATION SCHEDULE**

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and all of the following subgoals:
_____ percent for African American-owned MBE firms
_____ percent for Hispanic American-owned MBE firms
_____ percent for Asian American-owned MBE firms
_____ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 Working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C)
- (b) Outreach Efforts Compliance Statement (Attachment D-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments D-3A and D-3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT certified.

Prime Contractor	Project Description	II. <u>Project/Contract Number</u>

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____% Description of the Work to be performed with MBE prime's own forces: _____ _____
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____

Continue on separate page if needed

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MANDATORY AFFIDAVITS

Bid/Proposal Affidavit

Contract Affidavit

Mercury Affidavit

Conflict of Interest Affidavit

ATTACHMENT B

COMAR 21.05.08.07 Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I (*print business name*) _____

possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder hereby certifies and agrees that the following information is correct:

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.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises

The undersigned bidder hereby **certifies** and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

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, 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;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court;
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court;
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (iii) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (iv) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3,4, or 5, or Title 5, Annotated Code of Maryland, if:

- (a) A court;
- (i) Made the finding; and
- (ii) Decision became final; or

- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

(15) 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) through (14) of this regulation, 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. CERTIFICATION OF TAX PAYMENT:

I FURTHER AFFIRM THAT:

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.

J. 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.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN:

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - a. It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - b. It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS):

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. **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)

ATTACHMENT C

**COMAR 21.07.01.25
Contract Affidavit**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I (*print business name*) _____

possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION:

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation _____ domestic or _____ foreign;
- (2) Limited Liability Company _____ domestic or _____ foreign;
- (3) Partnership _____ domestic or _____ foreign;
- (4) Statutory Trust _____ domestic or _____ foreign;
- (5) _____ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID:

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION:

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, 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.

D. 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.

E. 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 who 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's 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 §E(2)(b), of this regulation;
 - (h) Notify its employees in the statement required by §E(2)(b), of this regulation, 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 §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, 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 §E(2)(a)—(j), of this regulation.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, 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.

F. CERTAIN AFFIRMATIONS VALID:

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements 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)

ATTACHMENT D

COMAR 21.05.08.09

MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE

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. 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: _____
(Authorized Representative and Affiant)

(Printed or Typed Name)

ATTACHMENT E

COMAR 21.05.08.09

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain 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: _____
(Authorized Representative and Affiant)

(Printed or Typed Name)

ATTACHMENT F

COMPANY PROFILE

IFB #: _____

Title: _____

NOTICE TO BIDDERS:

1. FAILURE TO FULLY ADDRESS ALL QUESTIONS MAY RENDER YOUR BID NON-RESPONSIVE.
2. BIDDERS SHALL HAVE AT LEAST THREE (3) YEARS EXPERIENCE IN PROVIDING SIMILAR TYPE WORK AS SPECIFIED IN THIS IFB.

Information furnished in response to this questionnaire and any verification made by the DGS shall provide a basis for determining the responsibility of Bidders. In the event that references are deemed insufficient by the DGS, the State reserves the right to determine the Bidder as non-responsible, which will cause the rejection of their bid. This form will be used in assessing a Vendor's qualifications and capability to perform the scope of work for a contract with the State of Maryland.

CUSTOMER SERVICE CONTACT INFORMATION

The name of Vendor's representative to be contacted for information, service, or problem-solving that may be required by the end user of the contract.

Name of Bidding Entity: _____

Name of Representative: _____

Company Address: _____

City: _____ **State:** _____ **Zip Code:** _____

E-Mail: _____

Phone Number: _____ **Fax Number:** _____

Years in Business: _____ **Federal ID:** _____

Type of Organization (*i.e., Corporation, Partnership, Individual, Joint Venture*): _____

Former Names Under Which Your Organization has Operated: _____

REFERENCES

Please complete Reference information for Sections 1, 2, and 3. **Note:** For each Reference listed, all fields should be complete. If no references, indicate 'None' in the appropriate Section.

Section 1: List contract awards to your Company by the State of Maryland within the last three (3) years and provide the information requested for each column.

Contract/Project Name	Contract Number	Agency Name	Agency Representative	Contact Information (Phone & E-Mail)

Section 2: List other contracts of similar size and scope performed within the last three (3) years and provide the information requested for each column.

Contract/Project Name	Contract Duration	Client Name	Client Representative	Contact Information (Phone & E-Mail)

Section 3: Provide a list of contracts terminated for cause prior to their natural expiration date during the last three (3) years and provide the information requested in each column.

Client Name	Contact Name	Contact Information (Phone & E-Mail)	Reason for Termination

ATTACHMENT G

NO BID NOTICE

Vendor/Contractor:

The Department of General Services has solicited your participation in the following Invitation for Bids:

IFB #: _____ **Title:** _____

If you do not intend to bid, please complete the following and return this notice:

I _____ **did not bid on this**

IFB/RFP because: (check one or more)

Do not have the necessary equipment, labor and capital required.

Do not have the experience necessary to perform the work.

Unable to get bonding and/or special insurance. Please be specific:

Time for completion is too short.

General Conditions contain requirements which I do not understand.

General Conditions contain requirements with which I disagree. Please explain:

Date: _____

By: _____

(Authorized Representative)

(Company Name)

NOTE: Complete form only if you do not intend to bid. DGS is interested in improving its competitive bid process and your comments are important to this endeavor. Thank you for your assistance. Please fax this form to Allegra Daye at (410) 333-7022. Vendors are asked not to submit this form on eMM.