



STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

INVITATION FOR BID (IFB)

SOLICITATION NO. IFB1920

BUS ENGINES

BPM024623

Issue Date: 6/11/2021

NOTICE

Prospective Bidders who have received this document from a source other than the Procurement Officer's authorized agency and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately visit eMarylandMarketplace.com or the MTA's website at www.mta.maryland.gov to download this IFB. Follow the links "Business", "Procurement", and "Bids/Solicitation", to view the specifications and/or addenda.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

Title: BUS ENGINES
Solicitation No: IFB 1920

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

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

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

**If you have chosen not to submit a bid on this procurement, please e-mail this completed form to:
(410)-454-7885 Attention: Brenda J. Hayes
Thank you**

**STATE OF MARYLAND
MARYLAND TRANSIT ADMINISTRATION
IFB KEY INFORMATION SUMMARY SHEET**

Invitation for Bids: **BUS ENGINES**

Solicitation Number: **IFB 1920**

IFB Issue Date: **June 9, 2021**
IFB Issuing Office: MD Department of Transportation
Maryland Transit Administration

Procurement Officer: **BRENDA J. HAYES**
Purchasing Division
1331 S. Monroe Street, 2nd Floor
Baltimore, MD 21230
Phone: (410) 454-7924
Email: Bhayes1@mta.maryland.gov

Contract Monitor: Kenneth Haynie
Manager of Materials Management
1331 S. Monroe Street
Baltimore, MD 21230
Phone: (410) 454-7895
Email: Khaynie@mta.maryland.gov

Bids are to be sent to: Maryland Transit Administration
Purchasing Division
Room No. 14-211
1331 S. Monroe Street, 2nd Floor
Baltimore, MD 21230
Attention: Brenda J. Hayes

Pre-Bid Conference: A pre-bid conference will not be held

Closing Date and Time: **July 6 2021 @ TIME 3:00 PM Local Time EST**

Telephone Bid Opening Conference : **July 8, 2021 @AM. EST**
Call in: 1 - 443-409-5228 **Conference ID: 928 996 638#**
Maryland Transit Administration
Purchasing Division
1331 S. Monroe Street, 2nd Floor
Baltimore, MD 21230

MBE Subcontracting Goal: 0 %

VSBE Subcontracting Goal: 0 %

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Transit Administration (MTA or “the Department”) is issuing this Invitation for Bids (IFB) to provide a Bus Engines, 2350 ISL for buses .
- 1.1.2 It is the State’s intention to obtain goods and/or goods/services, as specified in this IFB.
- 1.1.3 The Department will be making a one time purchase in response to this IFB.
- 1.1.4 Bidders, either directly or through their subcontractor(s), must be able to provide all goods/services and/or goods that meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

- a. **Bid** – A statement of price offered by a Bidder in response to an IFB.
- b. **Bidder** – An entity that submits a Bid in response to this IFB.
- c. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- d. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- e. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment M**.
- f. **Contract Award Date** – The date the contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- g. **Contract Commencement Date** - The start date of performance.
- h. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- i. **Contractor** – The selected Bidder that is awarded a Contract by the State.
- j. **Department or MTA** – Maryland Transit Administration.
- k. **eMMA** – eMaryland Marketplace Advantage (see IFB Section 1.8)
- l. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the MTA, **Solicitation Number IFB 1920** dated 06/11/2021, including any addenda.

- m. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- n. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- o. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- p. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Contract Commencement Date, and is the official start date of the Contract for the actual delivery of goods/services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- q. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- r. **State** – The State of Maryland.
- s. **Total Bid Price** - The Bidder’s total price for goods and/or goods/services in response to this solicitation, included in the Bid in **Attachment B-1 – Bid Form**, and used in determining the recommended awardees (see IFB Section 1.15).
- t. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- u. **Working Day(s)** – Same as “Business Day(s).”

1.3 Contract Type

The Contract resulting from this solicitation shall be a Firm Fixed-Price Contract as defined in **COMAR 21.06.03.02(A)(2)**.

1.4 Contract Duration

1.4.1 The solicitation is for a **one time purchase(s) only** and will not result in a long-term contract.

1.5 Procurement Officer

The Procurement Officer is the sole point of contact in the State for purposes of this solicitation prior to the award of any Contract (see definition of “Procurement Officer” in Section 1.2).

The name and contact information of the Procurement Officer are indicated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

The Department may change the Procurement Officer at any time by written notice.

1.6 Contract Monitor

The Contract Monitor is the State representative for this Contract who is primarily responsible for Contract administration functions after Contract award (see definition of “Contract Monitor” in Section 1.2).

The name and contact information of the Contract Monitor are indicated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

The Department may change the Contract Monitor at any time by written notice.

1.7 Pre-Bid Conference

A Pre-Bid Conference **will not be held**.

1.8 eMaryland Marketplace Advantage

Each Bidder is requested to indicate its eMaryland Marketplace Advantage (eMMA) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Bid submission to this IFB. eMMA is an electronic commerce system administered by the Maryland Department of General Goods/services. In addition to using the MTA website <http://mta.maryland.gov/procurements> and possibly other means for transmitting the IFB and associated materials, the solicitation and summary of the Pre-Bid Conference, Bidder questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be provided via eMMA. In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov>, click on “Register” to begin the process, and then follow the prompts.

1.9 Questions

Written questions from prospective Bidders will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address mta.maryland.gov Please identify in the subject line the Solicitation Number and Title.

Questions should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Bid due date. Questions are requested to be submitted at least seven (7) business days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

1.10 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Bidding method under **COMAR 21.05.02**.

1.11 Bids Due (Closing) Date and Time

- 1.11.1 Bids, in the number and form set forth in **Section 4.4 Required Bid Submissions**, must be received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 1.11.2 Requests for extension of this time or date may not be granted.
- 1.11.3 Bidders mailing Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in **COMAR 21.05.02.10**, Bids received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 1.11.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 1.11.5 Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.
- 1.11.6 Bids may not be submitted by e-mail or facsimile. Bids will be opened publicly at the date and time indicated on the Key Information Summary Sheet.
- 1.11.7 Potential Bidders not responding to this solicitation are requested to submit the “No Bid Notice/Vendor Feedback” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

1.12 Multiple or Alternate Bids

Multiple and/or alternate Bids **will not be accepted**.

1.13 Receipt, Opening and Recording of Bids

- 1.13.1 Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.
- 1.13.2 Bids shall be opened publicly, at the time, date and place designated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of bid opening.

1.14 Confidentiality of Bids

- 1.14.1 The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid.
- 1.14.2 The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily

separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

- 1.14.3 For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

1.15 Award Basis

The Contract(s) shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable **Average Unit Prices** on a line item by line item basis (as referenced in COMAR 21.05.02.13) for providing the goods as specified in this IFB. The most favorable Average Unit Price will be the lowest average unit price over one time purchase , line item by line item on **Attachment B1** - Bid Spreadsheet Form.

1.16 Tie Bids

Tie Bids will be decided pursuant to **COMAR 21.05.02.14**.

1.17 Duration of Bid

Bids submitted in response to this IFB are irrevocable for the latest of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

1.18 Revisions to the IFB

- 1.18.1 If the IFB is revised before the due date for Bids, the Department shall post any addenda to the IFB on eMMA and shall endeavor to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.
- 1.18.2 Bidders shall acknowledge the receipt of all addenda to this IFB issued before the Bid due date.
- 1.18.3 Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

1.19 Cancellations

- 1.19.1 The State reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB and to waive or permit the cure of minor irregularities.
- 1.19.2 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).

1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to this solicitation.

1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of **COMAR 21.10** (Administrative and Civil Remedies).

1.22 Bidder Responsibilities

- 1.22.1 Bidders must be able to provide all goods and goods/services and meet all of the requirements requested in this solicitation and the successful Bidder shall be responsible for Contract performance including any subcontractor participation.
- 1.22.2 If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this IFB (see **Section 1.32** “MBE Participation Goal” and **Section 1.33** “VSBE Goal”).
- 1.22.3 If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 1.22.4 A parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder’s experience and qualifications. Instead, the Bidder’s responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

1.23 Substitution of Personnel

This solicitation does not require Substitution of Personnel.

1.24 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Purchase Order attached herein as **Attachment M**. Any exceptions to this IFB or the Purchase Order must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Purchase Order , made by the Bidder may result in Bid rejection.**

1.25 Bid/Proposal Affidavit

A Bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB.

1.26 Contract Affidavit

All Bidders are advised that if a Purchase Order is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included as

Attachment N of this IFB. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

1.27 Compliance with Laws/Arrearages

- 1.27.1 By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.
- 1.27.2 By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, 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.

1.28 Verification of Registration and Tax Payment

- 1.28.1 Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is; <http://www.dat.state.md.us/sdatweb/goods/services.html> .
- 1.28.2 It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder’s failure to complete registration with SDAT shall disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

1.29 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

- 1.29.1 In connection with a procurement contract a person may not willfully:
- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
 - (b) Make a false or fraudulent statement or representation of a material fact; or
 - (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.
- 1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.30 Payments by Electronic Funds Transfer

By submitting a Bid in response to this solicitation, the Bidder, if selected for award:

- 1.30.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

- 1.30.2 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at:

http://comptroller.marylandtaxes.com/Vendor_Goods/services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

1.31 Prompt Payment Policy

This is not required for a one time purchase .

1.32 Electronic Procurements Authorized

- 1.32.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 1.32.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 1.32.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.
- 1.32.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., IFB § 1.30 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- a) The Procurement Officer may conduct the procurement using eMMA, e-mail, or similar means to issue:
 - 1) The IFB;
 - 2) Any amendments;
 - 3) Pre-Bid conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Bid to any Bidder or potential Bidder;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer’s decision on any Bid protest or Contract claim.

The Bidder or potential Bidder may use e-mail to:

- 8) Submit Bids;
- 9) Ask questions regarding the solicitation;

- 10) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer and;
- 11) Submit a "No Bid Notice/Vendor Feedback Form" to the IFB.

The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

1.32.5 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:

- A. Submission of initial Bids Filing of bid protests;
- B. Filing of Contract claims;
- C. Submission of documents determined by the MDOT/MTA to require original signatures (e.g., Contract execution, Contract modifications); or
- D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

1.32.6 Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

1.33 Minority Business Enterprise Goal and Subgoals

There is no MBE subcontractor participation goal for this procurement.

1.34 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

1.35 Performance Guarantees

Performance Guarantees are not applicable for this solicitation.

1.36 Living Wage Requirements

Living Wage is not a requirement for this solicitation.

1.37 Federal Funding Acknowledgement

This Contract does not contain Federal funds.

1.38 Conflict of Interest Affidavit and Disclosure

A Conflict of Interest Affidavit is not required pursuant to COMAR 21.05.08.08(F) for this procurement. A Bidder is required to disclose to the Procurement Officer any actual or potential conflict of interest as it arises, before or after award, in accordance with COMAR 21.05.08.08.

1.39 Non-Disclosure Agreement

A Non-Disclosure Agreement is not required for this procurement.

1.40 Non-visual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

1.41 Mercury and Products that Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.42 Location of the Performance of Goods/services Disclosure

This solicitation does not require a Location of the Performance of Goods/services Disclosure.

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

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SECTION 2 – MINIMUM QUALIFICATIONS

2.14 Bidder Minimum Qualifications

There are no minimum qualifications.

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SECTION 3 – SPECIFICATIONS

3.1 Background and Purpose

The State is issuing this solicitation for the purposes of procuring Bus Engines, 250 ISL for the MTA buses. This is a one time purchase.

3.2 Specification - Requirements

The items requested is Engines 2350 ISL with the following features ,73593124, Engine Dr7772rx

1. Change the ECM Calibration to include DO92441, FR93439 & SC99241

Data Tag change required, consult your Cummins representative for assistance

2. Remove the PLUMBING,EXH RCN AIR ER 9327

3. Remove the PLUMBING,EXH RCN WATER ER 9445

4. Change the PLUMBING,CPR AIR DIS to CD 9006

5. Change the RECIRCULATIO,EXHAUST to ER 9251 with ER 9142, ER 9068

6. Change the ARRANGEMENT,LIFTING to LA 9151

7. Change the FILTER,FULL FLOW OIL to LF 9187

8. Change the VENT,ENGINE COOLANT to RP 9200

9. Change the COOLER,TOR CONVERTER OIL to TK 9022

See B1 – Bid Form

You must be a approved and authorized Cummins distributor and enclose a copy of your letter in the bid package . Items must be prepared for shipment in such a manner that will prevent any damage to the parts / products during the shipping process.

Items requested will be **F.O.B. Destination only**. The prices proposed must be an “**all inclusive price**” containing any shipping or handling fees. Separate lines on the invoice containing additional shipping or handling fees will not be paid. The ship to location is: **Maryland Transit Administration, 1331 South Monroe Street, Baltimore, MD 21230**, or as otherwise shown on the Purchase Order

3.3 Security Requirements

3.3.1 Employee Identification

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

3.3.2 Information Technology

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.4 Insurance Requirements when working on MTA / State Premises

This is not required for a one time purchase .

3.5 Problem Escalation Procedure (PEP)

This is not required for a one time purchase .

3.6 Invoicing

3.6.1 General

- (a) All invoices for goods and/or goods/services shall be signed by the Contractor and submitted to the MTA Accounts Payable Department. All invoices shall include the following information:
 - Contractor name;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - Invoice period;
 - Invoice date;
 - Invoice number
 - State assigned Contract number;
 - State assigned (Blanket) Purchase Order number(s);
 - Goods or goods/services provided; and
 - Amount due.

Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information. The **process time** for payment shall begin once the MTA has received a "**proper invoice.**"

- (b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices by the 15th of the month following the month in which goods were delivered and shall be submitted electronically to:

MTAAccountspayable@mta.maryland.gov

3.7 No-Cost Extensions

This is not required on a one time purchase .

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SECTION 4 – BID FORMAT

4.1 One Part Submission

Bidders shall submit with their Bid all Minimum Qualification documentation required (see Section 2), and all Required Bid Submissions (see Section 4.4) in a single sealed package/envelope.

4.2 Labeling

Each Bidder is required to label the sealed Bid. The Bid shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

4.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Spreadsheet Form (**Attachment B-1**). Complete the Bid Spreadsheet Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. **This is a one time purchase**. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

4.4 Required Bid Submissions

Bidders shall include the following with their Bid:

4.4.1 Transmittal Letter:

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the goods/services and requirements as stated in this IFB. The Transmittal Letter should include the following:

- Name and address of the Bidder;
- Name, title, e-mail address, and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN);
- Bidder's eMMA number;
- Bidder's MBE certification number (if applicable);
- Acceptance of all State IFB and Contract terms and conditions (see Section 1.24); and
- Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.14 "Confidentiality of Bids").

4.4.2 Minimum Qualifications Documentation:

The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Bidder Minimum Qualifications."

4.4.3 Completed Required Attachments: Submit one (1) copie of each with original signatures:

- a. Completed Bid/Proposal Affidavit (**Attachment C**).
- b. Complete Bid Submission Form (**Attachment B-1**)

4.4.4 **Additional Attachments *If Required:** Submit one (1) copies of each with original signatures.

* See appropriate IFB Section to determine whether the Attachment is required for this procurement:

- a. Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**) *see **Section 1.37**.
- b. Completed Mercury Affidavit (**Attachment K**) *see **Section 1.40**.
- c. Completed Location of the Performance of Goods/services Disclosure (**Attachment L**) *see **Section 1.41**.

4.4.5 **References:**

This is not required for this one time purchase .

4.4.6 **List of Current or Prior State Contracts:**

This is not required for this one time purchase .

4.4.7 **Financial Capabilities:**

This is not required for this one time purchase .

4.4.8 **Certificate of Insurance:**

This is not required for this one time purchase .

4.4.9 **Subcontractors:**

This is not required for this one time purchase .

4.4.10 **Legal Action Summary:**

This is not required for this one time purchase .

4.5 **Reciprocal Preference**

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- The most advantageous offer is from a responsible Bidder whose headquarters, principal base of operations, or principal site (that will primarily provide the goods/services required under this IFB) is in another state.
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

4.6 Delivery

Bidders may either mail or hand-deliver Bids.

- 4.6.1 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. A Bidder using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- 4.6.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Bidder. For any type of direct (non-mail) delivery, Bidders are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.7 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within ten (10) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures.

- a. signed Contract (**Attachment M**),
- b. completed Contract Affidavit (**Attachment N**),
- c. signed Non-Disclosure Agreement (**Attachment I**), if applicable; *see **Section 1.38**,
- d. completed DHR Hiring Agreement, **Attachment O**, if applicable *see **Section 1.42**, and

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IFB ATTACHMENTS

ATTACHMENT A – Pre-Bid Conference Response Form (Not Required)

It is requested that this form be completed and submitted as described in Section 1.6 by those potential Bidders that plan on attending the Pre-Bid Conference.

ATTACHMENT B – Bid Instructions and Form

The Bid Form must be completed and submitted with the Bid Worksheet Form to validate your proposal.

ATTACHMENT C – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Bid.

ATTACHMENT D – MBE Forms (if applicable)

ATTACHMENT E - Veteran Owned Small Business Enterprise Forms (if applicable)

ATTACHMENT F – Maryland Living Wage Requirements for Service Contracts (Not Required)

Attachment F-1 Living Wage Affidavit of Agreement must be completed and submitted with the Bid.

ATTACHMENT G – Federal Funds Attachments (if applicable)

ATTACHMENT H - Conflict of Interest Affidavit and Disclosure (Not Required)

If required (see Section 1.37), this Attachment must be completed and submitted with the Bid.

ATTACHMENT I - Non-Disclosure Agreement (Not Required)

If required (see Section 1.38), this Attachment must be completed and submitted within ten (10) Business days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

ATTACHMENT J – HIPAA Business Associate Agreement (Not Required)

ATTACHMENT K - Mercury Affidavit (Not Required)

If required (see Section 1.40), this Attachment must be completed and submitted with the Bid.

ATTACHMENT L – Location of the Performance of Goods/services Disclosure (Not Required)

If required (see Section 1.41), this Attachment must be completed and submitted with the Bid.

ATTACHMENT M – Contract (Not Required)

This is the sample contract used by the Department. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer **two (2) executed original copies** of the Contract within ten (10) Business days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT N - Contract Affidavit (Not Required)

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT O – DHR Hiring Agreement (Not Required)

Attachment A. Pre-Bid Conference Response Form

There will not be a Pre-Bid Conference for this IFB

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Attachment B. Bid Instructions & Form

B-1 Bid Instructions

In order to assist each Bidder in the preparation of its Bid and to comply with the requirements of this solicitation, Bid Instructions and a Bid Form have been prepared. Each Bidder shall submit its Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid may be determined to be not responsive. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or goods/services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Bid not responsive.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.02.12, and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of goods/services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, the MTA does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

B-1 Bid Form

See PDF Attachment - Bid Form B-1 and fill out the information below: The Bid Form shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Instructions. Do not amend, alter or leave blank any items on the Bid Form. If option years are included, Bidders must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Bid being **determined** not responsive.

Submitted by:

Signature of Authorized Representative	Date
Printed Name and Title:	
Telephone:	
Email address:	
Bidder Company Name:	
Bidder Company Address:	
Location(s) from which goods/goods/services will be provided/performed (City/State):	
FEIN:	
eMMA #:	

Attachment C. Bid/Proposal Affidavit

See link at; (See Attachment C)

http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment C-Bid_Proposal-Affidavit.pdf.

Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

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Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

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Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

This solicitation does not require a Living Wage Affidavit of Agreement.

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Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

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Attachment H. Conflict of Interest Affidavit and Disclosure

This is not required for this IFB.

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Attachment I. Non-Disclosure Agreement (Contractor)

This is not required for this IFB.

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Attachment J. HIPAA Business Associate Agreement

This is not required for this IFB.

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Attachment K. Mercury Affidavit

This is not required for this IFB.

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Attachment L. Location of the Performance of Goods/services Disclosure

This is not required for this IFB.

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Attachment M. Contract

This is not required for a one time purchase .

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the MARYLAND TRANSIT ADMINISTRATION.

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which is duly acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Bid” means the Contractor’s Bid dated (Bid date).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contract” means this agreement between (Contractor’s name) and the State of Maryland, acting through the MARYLAND TRANSIT ADMINISTRATION.
- 1.4 “Contract Monitor” means the Department employee identified in Section 1.6 of the IFB as the Contract Monitor.
- 1.5 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.6 “Department” means the Maryland Transit Administration.
- 1.7 “IFB” means the Invitation for Bids for SOLICITATION TITLE Solicitation # NUMBER, and any addenda thereto issued in writing by the State.
- 1.8 “Procurement Officer” means the Department employee identified in Section 1.5 of the IFB as the Procurement Officer.
- 1.9 “State” means the State of Maryland.

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and goods/services in accordance with this Contract and Exhibits A-C listed in this section 2.1 and incorporated herein as part of this Contract. If there is any conflict between this Contract and the documents listed in this section 2.1, the terms of the Contract shall govern. If there is any conflict among the documents listed in this section 2.1, the following order of precedence shall govern:

Exhibit A – The IFB

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment N)

Exhibit C – The Bid dated Month, Day, and Year

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide **goods/services** under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately **TERM (X)** years beginning **on or around (anticipated Contract start date)** and ending on **(anticipated end date of base term of Contract)**.

3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Bid Price Form. Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract, including the base term and any option exercised by the State, shall not exceed \$ **(enter NTE amount)**.

4.2 Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the above specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

4.3 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for goods/services provided by the Contractor, acceptance by the Department of goods/services provided by the Contractor, and pursuant to the conditions outlined

in Section 4 of this Contract. Each invoice for goods/services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.5.1 Payment of an invoice by the Department is not evidence that goods/services were rendered as required under this Contract.

4.5.2 Contractor's eMaryland Marketplace Advantage vendor ID number is (Contractor's eMMA number).

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and goods/services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever,

that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

10.3 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and 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.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, 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. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland), does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract, or any software, or any software license required hereunder.

13.3 Any and all references to the Maryland Code, annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the

reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned 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 21.07.01.12A(2).

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, §11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Payment of State Obligations.

Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, 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.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under the State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.
The State is not liable for interest:
 - (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
 - (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Goods/services Commission of Maryland with respect to regulated public utilities, as applicable.

23. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

24. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website:

http://www.elections.state.md.us/campaign_finance/index.html.

25. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), 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. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

26. Right to Audit

26.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or subcontractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract goods/services being performed for the State.

26.2.1 Upon three (3) Business Days' notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. The Department may conduct these audits with any or all of its own internal resources or by securing the goods/services of a third-party accounting or audit firm, solely at the Department's election. The Department may copy, at its own expense, any record related to the goods/services performed and provided under this Contract.

26.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Contract goods/services. The Contractor and/or subcontractor(s) shall ensure the Department has the right to audit such ` subcontractor(s).

26.3.1 The Contractor and/or subcontractors shall cooperate with Department and Department's designated accountant or auditor and shall provide the necessary assistance for the Department or Department's designated accountant or auditor to conduct the audit.

26.4 This Section shall survive expiration or termination of the Contract.

27. Compliance with Laws

The Contractor hereby represents and warrants that:

- (a) It is qualified to do business in the State 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, 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.

28. Cost and Price Certification

- 28.1 By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.
- 28.2 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 of its Bid/Proposal, was inaccurate, incomplete, or not current.

29. Subcontracting; Assignment

The Contractor may not subcontract any portion of the goods/services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a Contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

30. Liability

For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

- (a) For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
- (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- (c) For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form, Contractor's liability shall not exceed the total contract value. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

31. Commercial Nondiscrimination

- 31.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against

any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

31.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

31.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

32. **Prompt Pay Requirements**

32.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- Not process further payments to the contractor until payment to the subcontractor is verified
- Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- Place a payment for an undisputed amount in an interest-bearing escrow account; or
- Take other or further actions as appropriate to resolve the withheld payment.

32.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:

- a. Retainage which had been withheld and is, by the terms of the Contract between the Contractor and subcontractor, due to be distributed to the subcontractor; and
- b. An amount withheld because of issues arising out of a Contract or occurrence unrelated to the Contract under which the amount is withheld.

32.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the Department.
- 32.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.
- 32.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

33. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

34. Variations in Estimated Quantities

Unless specifically indicated otherwise in the State’s solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

35. Contract Monitor and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

36. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Brenda J. Hayes
 Procurement Officer
 1331 South Monroe Street
 Room No. 14-211
 Baltimore, MD 21230

If to the Contractor: _____

37. Miscellaneous

37.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

37.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

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IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

**STATE OF MARYLAND
MARYLAND TRANSIT ADMIN**

By: _____

By: William Parham, Director of Procurement
Or designee:

Date _____

Date _____

Approved for form and legal sufficiency

this ____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

Attachment N. Contract Affidavit
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See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Maryland Transit Administration

OFFICIAL DOCUMENT

SIGNATURE GUIDELINES

TYPE OF LEGAL ENTITY	WHO MUST SIGN	TYPE OF PROOF REQUIRED
Corporation or Professional Service Corporation <i>("Co.," "Corp.," "Inc.," "Ltd.," "Chartered," "Chd.," "P.A.," "Professional Association," "P.C.," "Professional Corporation")</i>	NO PROOF NEEDED IF SIGNED BY: The Chair of the board of directors, the chief executive officer, chief operating officer, or president AND is Witnessed or Attested by the secretary.	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE: Corporate By-Laws, Articles of Incorporation, or a Corporate Resolution evidencing the authority of the person signing for the entity.
Partnerships	NO PROOF NEEDED IF SIGNED BY: Any Partner signing in his/her capacity as an agent of the Partnership.	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE: Statement of Partnership Authority
Limited Partnerships <i>("L.P. ")</i>	NO PROOF NEEDED IF SIGNED BY: Any General Partner signing in his/her capacity as an agent of the Limited Partnership.	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE: Certificate of Limited Partnership
Limited Liability Company <i>("O.K." or "L.C.")</i>	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Operating Agreement of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Articles of Incorporation, By-Laws or Corporate Resolution
Limited Liability Partnership and Limited Liability Limited Partnerships <i>("L.L.P." or "L.L.L.P.")</i>	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority