



Office of State Procurement

INVITATION FOR BIDS

BID NUMBER: 001IT821090/BPM 017116

Issue Date: January 17th, 2020

**STATEWIDE
Custom Police Motorcycles**

NOTICE

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

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

STATE OF MARYLAND

Office of State Procurement

IFB KEY INFORMATION SUMMARY SHEET

**Invitation for Bids: STATEWIDE
Custom Police Motorcycles**

Solicitation Number:	001IT821090/BPM 017116
Solicitation Type:	Indefinite Delivery Indefinite Quantity
IFB Issue Date:	January 17th, 2020
IFB Issuing Office:	Office of State Procurement
Procurement Officer:	M. Alex Ferguson 301 W. Preston Street Baltimore, Maryland 21201 Phone: 410-767-4612 Fax: 410--333-5509 e-mail: Alex.Ferguson@Maryland.gov
Agency Contract Monitor: or /Administrator	Calvin Gladden Office of State Procurement 301 W. Preston Street M-3 Phone: 410-767-4281 Fax: 410-333-5509 e-mail: Calvin.Gladden@Maryland.gov
Pre-Bid Conference:	None
Pre-Bid Attendance RSVP due by:	None
Cut-off Date for Q &A:	All questions or issues pertaining to this solicitation must be submitted to the Procurement Officer via email by January 27th,2020
Closing Date and Time:	February 10th, 2020 @ 2:00 pm Local Time
Term of Contract:	April 1st, 2020 through March 31st 2023
Options	Two (2) one (1) year renewals
MBE Subcontracting Goal:	None
VSBE Subcontracting Goal:	None
Small Business Preference:	No

Bids are to be submitted online only at eMarylandMarketplace Advantage: procurement.maryland.gov.

CONTENTS OF THIS SOLICITATION PACKAGE

Section A	General Information
Section B	Terms and Conditions
Section C	Specifications
Section D	Supplemental Terms and Conditions

Attachment A	Minority Business Enterprise Utilization Procedures
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Mercury Affidavit
Attachment E	Conflict of Interest Affidavit and Disclosure
Attachment F	Company Profile
Attachment G	No Bid Notice
Attachment H	Small Business Reserve Affidavit (if applicable)

SECTION A

GENERAL INFORMATION

Police Motorcycles 001IT821090/BPM 017116

A. OBJECTIVE:

The purpose of this contract is to obtain a source of supply for Police Motorcycles for the State of Maryland at a firm fixed price for the term as shown herein. It is the intent of the State to award multiple contracts to the lowest responsive and responsible Bidders.

Successful Vendor(s) shall be responsible for ensuring that the **BMW and Harley Davidson Police Motorcycles** supplied is in accordance with the Section C-Detailed Specification. The State reserves the right to inspect each load prior to acceptance by the State, for compliance with the specifications herein. Inspection may be made by an authorized representative of the State at the source of supply, point of delivery, or both.

B. BASIS OF AWARD:

1. The award for this solicitation will be made BY LOT to the responsive and responsible Vendors with the lowest price, as determined by the Procurement Officer to be in the best interests of the State of Maryland.
 - a) BY LOT is defined as all items or none. The bidder must bid ALL line items.
2. Vendor shall submit a bid price based on product description (specification) and unit of measure specified on each line. **For example:**
Unit of Measure (U/M) –
Specification –

C. METHOD OF BIDDING:

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

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

D. TERM OF CONTRACT:

- 1) **Refer to the IFB KEY INFORMATION SUMMARY SHEET (page 2) for the complete term of the contract.** Any renewals solicited with this contract or any part of the contract may be renewed by the mutual agreement between **Office of State Procurement** and the Contractor.
- 2) Contracts will remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate any contract without showing cause upon thirty (30) days written notice.
- 3) Any item listed herein not delivered in a timely manner or does not conform to the requirements of the contract, may be purchased on the open market by the using agency. The Contractor will be charged for any product cost incurred by the State that is in excess of the contracted price.

E. PRICE ESCALATION:

One hundred twenty (120) days prior to the end of each year of the contract, the Contractor may request, in writing, a cost adjustment to be in effect for the subsequent years of the contract. Any proposed increase in price shall not exceed the rate of inflation as determined by the Consumer Price Index for all urban consumers (CPI-U) - U.S. City

average all items 1982-84 = 100 published by the Bureau of Labor Statistics at the time of the request. The State reserves the right to adjust the scope of the contract in order to keep expenditures within authorized appropriations.

The price adjustments for the renewals shall be negotiated and mutually agreed upon by **Office of State Procurement** and the Contractors. Although each negotiation will be carried out independently, the percentage increase or the monetary increase shall be the same for all vendors. **Office of State Procurement** reserves the right to renew any and/or all Contractor's contracts. Any contracts, which are not renewed, will be competitively re-bid. Upon renewal, the existing contract terms and conditions will apply.

F. EXCEPTIONS:

The published specifications are meant to describe equipment suitable for the intended application and are not meant to be restrictive in any way. Any and all specifications determined by the bidder to be restrictive must be addressed in writing to the Procurement Officer named on the IFB KEY INFORMATION SUMMARY SHEET (page 2) by the close of business on January 27th, 2020. After Bid Opening, any exceptions to the bid specifications will not be accepted or considered.

G. UNIT PRICES:

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

H. REQUIRED DOCUMENTATION AND INFORMATION:

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

The following documentation and requested information shall be provided in the format specified by bid due date and time unless stated otherwise below. Failure to provide the requested documentation or information may cause your bid to be deemed not responsive and rejected from consideration. Note: It is the Vendor's responsibility to confirm receipt of all requested documents.

1. **MANDATORY AFFIDAVITS** - All affidavits are to be completed and provided as an attachment to your bid on eMMA. If you have difficulty attaching the affidavits to your bid response, for assistance with this process, please go to emma.helpdesk@mayland.gov. Failure to provide all affidavits may cause your bid to be deemed not responsive and rejected from consideration.

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

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

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

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

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

The **Office of State Procurement** adheres to the State of Maryland Minority Business Enterprise (MBE) policies. Minority Business Enterprise (MBE) vendors are encouraged to respond to this solicitation as the Prime Contractor and Minority Business Enterprise (MBE) vendors shall be represented in the subcontract with a participation goal in the total bid price of this solicitation. See MBE participation for this bid on the **IFB KEY INFORMATION SUMMARY SHEET (page 2)**. Additional information regarding the State of Maryland MBE and Small Business Reserve (SBR) programs can be found on eMarylandMarketplace Advantage.

4) **SMALL BUSINESS PREFERENCE**

This solicitation is not designated as a Small Business Preference (SBP) Procurement.

5. **ADDITIONAL TERMS & CONDITIONS:**

Any questions regarding this solicitation shall be submitted to the Procurement Officer by the close of business on the date indicated on the **IFB KEY INFORMATION SUMMARY SHEET (page 2)**. **Questions will not be accepted by telephone or fax.** Information or instructions pertaining to this solicitation received from any other source are not valid.

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

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

6. **RECIPROCAL PREFERENCE:**

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

7. **BILLING:**

Contractor shall include the following information on all invoices:

- 1) Name of company,
- 2) Address to include the 9-digit zip code,
- 3) FEIN number,
- 4) The name of the contact person,
 - Include the phone number (including toll free) for placing orders

Failure to do so may result in delay of payment.

8. **PRE-BID CONFERENCE:**

NOT APPLICABLE

9. KICK OFF MEETING:

NOT APPLICABLE

10. NO BID NOTICE:

The **Office of State Procurement** is committed to providing solicitations that are readily and easily responded to. If you choose not to respond to this solicitation, please fill out this form, Attachment G, and email it to the Procurement Officer **indicated on the IFB Key Information Summary Sheet (page 2)**. We will review your responses and suggestions and try to incorporate them in our procedures.

11. FOR STATEWIDE CONTRACT ONLY

This is a Statewide Contract.

A. USAGE REPORT:

A Report shall be furnished by the successful Contractor every hundred –twenty (120) days detailing the purchase of all items on the contract. The report shall be submitted electronically in Excel format. As a minimum, the report shall reflect the contract number, contract item number and description, the dollar volume purchased of each item, agency identification, and the contract total. The report shall be filed within thirty (30) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. The usage report shall be emailed to the dgs.statewidecontractsusagereport@maryland.gov.

B. ELECTRONIC TRANSACTION FEE:

- a. Contractor shall pay an electronic transaction fee to the State in the amount of one percent (1%) of the total contract sales. The electronic transaction fee is calculated based on all sales transacted under the contract, minus any returns or credits. The electronic transaction fee shall not be charged directly to the customer, e.g., as a separate line item, fee or surcharge, but shall be included in the contract's unit prices.
- b. The electronic transaction fee shall be submitted to the Office of State Procurement, Fiscal Services Division, 301 W. Preston Street, Room 1309, Baltimore, MD, 21201, thirty (30) days after the end of each reporting period along with a Monthly Usage Report documenting all contract sales. An excel version of the Monthly Usage Report shall be emailed to dgs.statewidecontractsusagereport@maryland.gov.
- c. Failure to remit transaction fees in a timely manner or remittance of fees inconsistent with the contract's requirements may result in the State exercising all recourse available under the contract including, but not limited to, a third-party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$10,000.00 or one (1%) percent of the contract's estimated annual value, whichever is higher.
- d. Prior to Award, Contractors will be asked to confirm in writing that their unit prices include the one percent (1%) electronic transaction fee.

SECTION B
TERMS AND CONDITIONS
STATEWIDE
Police Motorcycles
001IT821090/BPM 017116

1. INCORPORATION BY REFERENCE:

All terms and conditions of the solicitation and amendments thereto are made a part of this Contract.

2. TAX EXEMPTION:

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

3. SPECIFICATIONS:

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in this solicitation.

4. DELIVERY AND ACCEPTANCE:

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

5. NON-HIRING OF EMPLOYEES:

No official or employee of the State, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

6. NON-DISCRIMINATION IN EMPLOYMENT:

The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

7. FINANCIAL DISCLOSURE:

The Contractor shall comply with State Finance and Procurement Article §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more, during a calendar year shall, within 30 days of the time when the \$200,000 reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

8. POLITICAL CONTRIBUTION DISCLOSURE:

The Contractor shall comply with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$200,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a contract, then twice a year, throughout the contract term: (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31.

9. ANTIBRIBERY:

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

10. REGISTRATION:

Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The website for the State Department of Assessments and Taxation is <http://www.dat.state.md.us>, e-mail address is charterhelp@dat.state.md.us, and phone numbers for the State Department of Assessments and Taxation are: (410) 767-1340 or (888) 246-5941.

11. CONTINGENT FEES:

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

12. EPA COMPLIANCE:

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

13. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):

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

14. TERMINATION FOR CONVENIENCE:

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

15. TERMINATION FOR DEFAULT:

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor

up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

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

This Contract shall be subject to the provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR.21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

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

17. MULTI-YEAR CONTRACTS:

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

18. INTELLECTUAL PROPERTY:

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

19. MARYLAND LAW PREVAILS:

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

20. CONTRACTOR'S INVOICES:

Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and Federal Employer Identification Number for all other types of organizations.

21. PAYMENT OF STATE OBLIGATIONS:

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

Electronic Funds Transfer: This provision on Electronic Funds Transfer applies to contracts of over \$200,000 for which payments are made through the State Comptroller. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. By submitting a response to this solicitation, the Bidder or Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. After award of a contract, the selected Bidder or offeror shall register with the Comptroller of Maryland using the forms required by the Comptroller. For further information go to:

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

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

22. PRE-EXISTING REGULATIONS:

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

23. INDEMNIFICATION:

The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operations of this agreement. (COMAR 21.07.03.23)

24. CONFLICTING TERMS:

Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

25. DRUG AND ALCOHOL-FREE WORKPLACE:

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol-Free Workplace, and that the Contractor shall remain in compliance throughout the term of this purchase order.

26. CHANGES - WORK ORDERS:

Changes: The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be an order, make any change in the work within the general scope of the contract, including but not limited to changes:

In the specifications (including drawings and designs);

In the method or manner of performance of the work;

In the State-furnished facilities, equipment, materials, services, or site; or

Directing acceleration in performance or delivery.

Any other written order or an oral order, including a direction, instruction, interpretation, or determination from the Procurement Officer that causes or constitutes any such change shall be treated as a change order under this clause provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

Subject to paragraph (6) of this subsection, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, whether or not changed by an order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any order under (2) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this section, he shall do so in accordance with and subject to the dispute's procedures of the contract.

Each contract modification or change order that affects contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the contract budget or total cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the contract is adjusted to permit its completion within the project budget.

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

As used in this section, “work” means any and all commodities, goods, materials, labor, services, manner or time of delivery or performance, or other elements of performance required to be furnished or supplied by the Contractor under this contract.

Miscellaneous: In the event of a dispute between the Department and the Contractor as to whether any work is included in the scope of the contract such that the Contractor would be obligated to provide that work at no additional cost to the State, the Procurement Officer may order the Contractor under this section to perform the work (a “Work Order”). If the Contractor considers such an order to be a change in the scope of the contract entitling the Contractor to additional compensation, a time extension, or other relief, the Contractor must provide the notice required by this section and initiate a claim therefore in accordance with contract requirements. An order of the Procurement Officer, by virtue of being called or referred to as a “change order,” does not necessarily constitute a change in the scope of the contract or in the work required under the contract. The Contractor shall not be entitled to additional compensation, a time extension, or other relief for complying with an order of the Procurement Officer if the contract otherwise requires the Contractor to perform as stated in the order.

Upon receipt of a signed written order of the Procurement Officer under this section, the Contractor shall comply with the order promptly, within the requirements of the required completion or delivery time, whether or not the Contractor signs or accepts the change order. Failure to comply with the order in a timely manner shall constitute a breach of the contract and grounds for termination for default or any other remedy available to the State.

The State may issue a unilateral order on the State’s terms (including a promise to pay the Contractor a “not to exceed” (“NTE”) amount) which the Contractor may then dispute in accordance with the dispute’s procedures of the contract. Pending resolution of such a dispute, Contractor must proceed diligently with performance of the contract as ordered by the Procurement Officer.

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

27. RETENTION OF RECORDS:

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

28. COMPLIANCE WITH LAWS:

The Contractor hereby represents and warrants that:

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

29. COST AND PRICE CERTIFICATION:

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

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

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information, which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

30. BID / PROPOSAL AFFIDAVIT:

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

31. CONTRACT AFFIDAVIT:

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

32. PUBLIC INFORMATION ACT NOTICE:

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

33. MINORITY BUSINESS ENTERPRISE NOTICE:

Minority Business Enterprises are encouraged to respond to this solicitation.

34. ARREARAGES:

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

35. MULTIPLE OR ALTERNATE BIDS:

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

36. BPO/PO AS CONTRACT:

This provision applies to all procurement contracts procured by the **Office of State Procurement** except contracts for the procurement of architectural and engineering services for a price of greater than \$200,000.

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

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

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

The Bidder's execution and submission of a responsive bid constitutes a promise by the Bidder to perform the contract solicited by the Department in accordance with the terms and conditions stated in the solicitation. The bid shall be irrevocable for the period stated in the solicitation or for such longer period as the Bidder and the Department may agree.

Upon acceptance of a bid, the Procurement Officer may issue a Blanket Purchase Order (BPO), in a form to be determined by the Department, to the Bidder accepting the bid and binding the Bidder to a contract. The execution and issuance of a BPO by the Procurement Officer, subject to all necessary approvals, shall constitute acceptance of the bid and final award of the contract. The contract of the parties will be embodied in the contract documents, which shall consist of the executed BPO of the Procurement Officer, including all documents, terms, and conditions incorporated into those documents by the terms of the solicitation, the BPO, the bid, or by operation of law, and the executed bid of the Bidder. If the Procurement Officer issues a BPO, at the option of the Procurement Officer it will

not be necessary for the Bidder to execute the BPO or any other form of contract or agreement. The Procurement Officer may require that the parties both execute a single document as the embodiment of the contract between the parties.

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

The BPO; then

The Solicitation; and then

The Bid.

RETURNED GOODS:

Contractor(s) shall be entitled to recover reasonable compensation for any and all goods shipped in accordance with authorized agency orders, meeting all contract requirements, and returned by the agency for reasons other than the Contractor's failure to meet contract requirements. Compensation shall be limited to actual unreimbursed costs incurred by the Contractor including, but not limited to, restocking charges, shipping charges, plus reasonable profit. Contractor must provide written proof of claimed compensation. A return of goods covered by this section shall be deemed a partial termination for convenience as to the returned goods, and other contract provisions and principles applicable to a partial termination for convenience shall apply.

37. PURCHASES BY OTHER ENTITIES – INDEFINITE QUANTITY CONTRACTS:

This provision applies to indefinite quantity contracts.

Pursuant to the State Finance and Procurement Article, Section 13-110 of the Annotated Code of Maryland, except for entities described in (6)(A) the following entities may purchase materials, supplies, and equipment under this Contract:

- (1) A county or Baltimore City;
- (2) A municipal corporation;
- (3) A governmental agency in the State;
- (4) A public or quasi-public agency that:
 - (I) Receives State money; and
 - (II) Is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code;
- (5) A private elementary or secondary school that:
 - (I) Either has been issued a certificate of approval from the State Board of Education or is accredited by the Association of Independent Schools; and
 - (II) Is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code; or
- (6) A non-public institution of higher education under Section 17-106 of the Education Article.
 - (A) A private elementary or secondary school or a nonpublic institution of higher education may not purchase religious materials under this contract.
 - (B) The right to purchase under this section shall be in addition to, but not in substitution for, the applicable purchasing power granted to any of the listed entities pursuant to any statutory or charter provision.
- (7) Another State or an agency or other instrumentality of another state.

All purchases under this contract by any such entity as described above which is not a unit or agency of the State of Maryland for which the State of Maryland may be held liable in contract: (1) shall constitute a purchase or contract between the Contractor and that entity only; (2) shall not constitute a purchase or contract of the State of Maryland; (3) shall not be binding or enforceable against the State of Maryland or any of its units or agencies; and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser.

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

38. TIE BIDS

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

39. DELAYS AND EXTENSIONS OF TIME

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 or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

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.

40. PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY

All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor is covered by a patent 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 pursuant to its rights granted under the Contract.

41. 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 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.

42. 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.

43. USE OF ESTIMATED QUANTITIES (IF APPLICABLE)

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 Agency named in this contract does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

44. RISK OF LOSS - TRANSFER OF TITLE

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

CONTRACTOR

**STATE OF MARYLAND
Office of State Procurement**

_____(Seal)
By

(Printed Name and Title)

By

(Printed Name and Title)

Signature and Date

Signature and Date

SECTION C
SPECIFICATIONS
STATEWIDE
Police Motorcycles
Office of State Procurement
001IT821090/BPM 017116

Scope of work:

1. The intent of this specification is to describe the minimally acceptable equipment for the law enforcement motorcycles and shall meet all Federal, State and various Local Regulations.
2. The omission of any detailed specification within the scope of work, that may allow less functionally than a complete operationally proper unit will not excuse the bidder from providing said correct and operational unit.
3. Unless specified as “No Exception”; any proprietary, trade, brand, or manufacturers’ name or part number used in describing the required equipment shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment that equals or exceeds the functional capability and quality of the named equipment.
4. The motorcycles shall be of the most recent design and current production model and year. Bidder will guarantee all equipment, parts and components in its bid to be new and unused.
5. The workmanship shall be consistent with first class manufacturing practices. Manufacturing shall be performed in a manner that ensures interchangeability of all parts and sub-assemblies.
6. All parts not specifically mentioned which are necessary for the units to be complete and ready for operation or which are normally furnished as standard equipment shall be supplied by the successful vendor. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
7. The bidder shall certify and warrant that all major components offered are compatible with each other, and are approved for the application and its intended use. The bidder acknowledges that the State will rely upon the expertise, skill and judgment of the bidder in offering and furnishing suitable equipment which will perform satisfactorily for all intended uses.
8. All systems shall be thoroughly tested and tuned prior to delivery.
9. For evaluation purposes, bidders must respond to all requirements listed within this invitation to bid.
10. The bidder shall submit the latest detailed specifications, documentation and data on the bid.
11. The State of Maryland reserves the right to request any additional information deemed necessary for proper evaluation of bids. Failure to respond to all requirements listed may result the in the bid being rejected.

Item 1: BMW Motorcycle Specifications

***The following are proprietary to Maryland State Police(MSP) ONLY:
Olive Drab GM Color Code # 311B or equivalent.**

*COLOR:	<p>Motorcycle will be painted a solid Black. Paint may be obtained from DuPont, Color Code #99-K-Black or equivalent. All paint will be covered with clear coat to meet manufacturer's specifications. The following paint configuration will be used when painting the motorcycle:</p> <p>Gas Tank: <u>Main color</u> - will be painted Black DuPont color code #99K or equivalent. <u>Panel color</u> - will be painted Olive Drab GM Color Code # 311B or equivalent.</p> <p>Front Fender: <u>Main color</u> - will be painted Black DuPont color code #99K or equivalent. <u>Panel color</u> - will be painted Olive Drab GM Color Code # 311B or equivalent.</p> <p>Saddle Bag: <u>Main color</u> - will be painted Black DuPont color code #99K or equivalent. <u>Panel color</u> - will be painted Olive Drab GM Color Code # 311B or equivalent.</p> <p>Side Covers: Will be painted Black DuPont color code #99K or equivalent.</p> <p>Bag Lids: Will be painted Black DuPont color code #99K or equivalent.</p> <p>Fairing: <u>Main color</u> - will be painted Black DuPont color code #99K or equivalent. <u>Panel color</u> - will be painted Olive Drab GM Color Code # 311B or equivalent.</p> <p>Pin Stripes: Color of pin stripe will be outside of panel, in contrast with main color, i.e. Black or Olive Drab or Olive Drab <u>or</u> Black. <u>Final approval of the colors and color combination will be made by the Commander of the Maryland State Police Motor Unit or Deputy Director of the Maryland State Police Motor Vehicle Division for MSP motorcycles ONLY. All other requesters will provide an authoritative representative to approve the colors and color combination</u> after the bid is awarded. This color scheme will not be made available to any political</p>
----------------	---

	subdivisions, independent college or university. Those agencies electing to purchase vehicles under the Maryland State Police contract will select a color option separate and apart from the option chosen by the Maryland State Police.
MINIMUM DRY WEIGHT:	1. 600 pounds.
ENGINE:	<p>The engine shall be a heavy-duty “police package” of the manufacturer’s standard engine, meeting the following requirements:</p> <ul style="list-style-type: none"> A. Not less than 1250 cubic centimeters (cc) displacement. B. Minimum of 2 cylinders. C. Air or liquid cooled. D. Shall be four cycle. E. Shall produce not less than 136 hp. F. Reciprocating engine parts to be balanced at the factory in an effort to reduce engine and consequential motorcycle vibration during the service life of motorcycle. G. Fuel injection with recommended octane rating of 89 AKI. H. Electronic engine management system with automatic choke, individual cylinder pre-ignition, temperature and oxygen sensors to provide consistent operation under varied conditions and fuels. I. Dual ride modes: Rain mode for reduced power and early traction control intervention / Road mode for full power and normal traction control intervention. J. Engine shall possess an oil level indicator to advise the operator of low oil level. K. Engine to be equipped with factory installed thermostatically-controlled radiator cooling fan to avoid overheating.
POWERTRAIN:	<p><u>Final Drive:</u></p> <ul style="list-style-type: none"> 1. Shall be maintenance-free shaft drive. <p><u>Clutch:</u></p> <ul style="list-style-type: none"> 1. To be latest type multiple disc, self-energizing, wet-type, hand operated. 2. Hand lever shall be located on left handlebar with adjustment for size of operator hand. 3. Hydraulic self-adjusting actuation providing automatic clutch lever free-play adjustment under all service conditions.

	<p><u>Transmission:</u></p> <ol style="list-style-type: none"> 1. Shall be a minimum of 6 speeds. 2. Shift pattern shall be as follows: Neutral located between first and second gears, shall shift down from neutral to first gear and up from neutral to second, third, fourth, fifth, etc. 3. Shall have foot shift lever of rocker type and designed to be operated by toe and shall not interfere with normal foot position on foot peg. 4. Foot shift lever shall be located on left side with adjustment for size of rider's boot. 5. An indicator light, readily visible to the rider, shall be provided to indicate when the transmission is in neutral position as well as indicate the operating gear selected.
BRAKES:	<ol style="list-style-type: none"> 1. Front and rear brakes shall be hydraulic controlled systems with independent rear wheel brake control. Anti-Lock Brake System (ABS), traction control (ASC) and Hill-Start Control required. ABS Pro providing ABS function while cornering is mandatory. 2. Front brakes shall be dual disc type, hand operated from the right handlebar with adjustability in lever for size of operator hand. Shall provide full modulation to the limit of traction without loss of control. 3. Rear brake shall be disc type, foot operated with pedal located on right side. Linkage shall be close fitting to eliminate any lost motion and designed to give trouble free service for the life of the motorcycle. Brake pedal shall incorporate a non-skid pedal surface or pad to permit safe application and minimize the possibility of the foot slipping off the brake pedal. Foot pedal and linkage shall be designed and located so that full travel of pedal or rider's foot shall be such that brake can be applied without lifting heel from the, footrest. 4. Hydraulic hoses and metal lines shall be mounted and protected in such a manner so as to prevent them from becoming damaged due to chafing, rubbing, or vibration. Brake lines and calipers shall be located away from exhaust heat.
FRAME / SUSPENSION / FIBERGLASS / SHEET METAL	<ol style="list-style-type: none"> 1. Frame shall be carbon steel tubing / cast elements of such a design, construction and material to enhance stability and handling characteristics with law enforcement equipment installed (radio, antenna, light systems, and other components required by this specification). Vibration and other naturally occurring forces shall not cause cracking of the motorcycle frame,

	<p>suspension or body components when subjected to normal police service.</p> <ol style="list-style-type: none"> 2. Rear fork shall be swinging arm type with integral coil spring(s) and hydraulic/gas shock absorber(s). Rear shock absorber(s) shall have provision for adjustment to accommodate rider's weight. 3. Front forks to be hydraulic design and adjusted to permit the shortest possible turning radius and designed for best handling characteristics in police service considering weight and weight distribution. Fork pre-load shall not be gas pressure adjustable. 4. Frame, spring(s) and shock absorber(s) shall be adequate to handle rider plus the added weight of a transistorized motorcycle certified radio transmitter and receiver, radio box and saddlebags as engineered and installed for police service on rear of the motorcycle. 5. The minimum load-carrying capacity of the motorcycle as delivered shall be no less than 400 pounds (GVWR minus unladen weight prior to installation of police-specific equipment).
ELECTRICAL SYSTEMS:	<p><u>Chassis Electrical:</u></p> <ol style="list-style-type: none"> 1. Shall be 12-volt system with LIN-bus / circuit breakers / protectors and/or fuses for protection of all circuits from overload or short circuits. 2. Heavy duty alternator (500-watt minimum), with voltage regulator incorporating transient voltage protection and dashboard digital system voltage display to alert driver to system voltage condition. 3. Motorcycle shall incorporate a linked dual battery system, providing one heavy duty maintenance-free primary battery for the operation of the motorcycle and anti-lock brake system, and a second auxiliary maintenance-free battery for the operation of specialized police equipment. Both batteries shall be linked to recharge from the central alternator during motor operation. A heavy-duty relay triggered by the electrical management system shall disengage the auxiliary battery when the engine is not running (or producing current) to enable all special police equipment to draw only from the auxiliary battery, thereby preserving the primary battery to enable reliable restarting regardless of the length of the violator stop. 4. Starter shall be latest type 12-volt starting motor with solenoid and one-way clutch engagement. Starter button shall be located on right handlebar. Shall feature a "clutch safety system" that prevents the engine from being started when the clutch is engaged, and the transmission is not in neutral.

5. Motorcycle shall incorporate LIN-bus body controller to monitor and control all police accessory circuits, provide timed shut-down of circuits and protect the system from parasitic loads 30 minutes after vehicle shut-down. Body controller should also monitor auxiliary battery voltage and shut-down circuits when needed to protect the auxiliary battery from severe discharge damage.
6. **Motorcycle will be equipped with a flush mount port to be compatible with Gerbings / California Heat heated clothing items.**
7. **To ensure maximum power options for a mobile data terminal (Laptop, scanner, thermal printer etc) provide the following power connection plugs to the interior of the radio box:**
 - Radio power plug connector
 - Accessory connection plug set
 - Radar Connection plug
8. **A front single USB charging port will be located on the panel directly below the BMW factory 12V port.**

Lighting:

1. Headlight to be single element low beam / dual element high beam, quartz halogen-with a high beam indicator light mounted so that it is readily visible to the rider. High and low beams to be controlled by a switch on the handlebar. A switch should be located on the handlebar which allows front and rear lighting to be turned “on” or “off” with engine, operating, independent of ignition switch. Tail light shall be fitted with multiple brake / tail light LED’s with warning to advise the operator if a brake / tail light fails.
2. Brake light shall provide illumination as required by FMVSS and be a multiple LED system with warning to advise the operator if a brake light bulb fails.
High-mounted supplementary LED brake/tail light shall be fitted to the rear radio box emergency lighting unit to provide additional rear visibility.
3. LED turn signals designed and/or installed in such a manner as to be visible from the front and rear, two (2) on the front and two (2) on the rear with indicator lights on dash panel. A separate switch for the rear turn signal lights with indicator light shall permit the rear signal lights to flash together, independent of the front signals. Turn signal switch for both left and right signals shall be located on the handlebars and shall be the push to lock-on type with indicator lights which will operate when the turn signals are in operation. It will have side-facing LED auxiliary turn signal lights shall be located in the rear emergency light module to allow motorists to better see signaling intentions while riding alongside

	<p>other motorists. These optional side turn signals will function when the individual turn signal is engaged as well as the two-way or all-way flasher system.</p> <p>4. Two (2) LED Driving / Fog Lights (Part # 63178532147) or equivalent</p> <p>5. Two (2) blue LED identification light strips shall be installed inside the lower rear light housing, illuminated via the tail light circuit</p> <p>6. Emergency Lights: To be modular LED lighting units which contain multiple LED light heads optimally aimed for high visibility. Light heads shall be one each forward facing (left and right), one each forward facing 10 degree outside angle, one each forward side facing, one each rear side facing, one each (left and right) rear facing. Auxiliary rear facing duplex emergency light (left and right integrated in one housing) shall be permanently attached to the radio antenna mounting bracket, remaining rear facing when radio box lid is raised to access equipment.</p> <p>7. Integrated, latching push button w/indicator to activate “cruise lights” shall be standard equipment, providing 10% power to the front and rear facing emergency lights to satisfy cruise light requirements. Cruise lights will remain on during emergency light operation when either / or front or rear emergency light circuit is not activated.</p> <p>8. Integrated rocker switch w/indicator to manually activate “alley lights” shall be standard equipment. Switch will steadily illuminate the front left or right 3-up white alley light, regardless of the emergency light activity. Alley lights shall have selector switch to allow alley lights to flash alternatively with emergency lights with alley light switch over-riding emergency light flashing when desired.</p> <p>9. Emergency light heads shall be non-flashing type controlled by processor-controlled flasher system with multiple flash patterns and sequential light switching from a single push-button switch.</p> <p>Flasher connected to siren Inter Clear function to enable secondary flashing pattern for 7 seconds each time siren mode is changed. Primary and secondary flasher programming buttons provided in secure location.</p> <p>Emergency lights shall operate with ignition switch in either the “On” position, and up to 30 minutes after ignition “Off” position. Motor shall include two indicator lights within the operator’s field of vision to indicate when rear or front lights are “On”.</p> <p>10. Emergency light colors as follows:</p>
--	--

- | | | |
|----|--------------------|---------------------|
| a. | Front light | L=Red R=Blue |
| b. | Front 10° | L=Red R=Blue |
| c. | Front side | L=Blue R=Red |
| d. | Rear side | L=Red R=Blue |
| e. | Rear light | L=Blue R=Red |
| f. | Rear duplex | L=Blue R=Red |

11. Switches for control of all emergency equipment (siren, emergency lights, etc.) shall be located on the handlebar and accessible without removing hands from the grips. Emergency light switch shall be a momentary rocker switch with the following functions:
 - First press = front & rear emergency lights
 - Next press = rear emergency lights
 - Next press = front emergency lights only
 - Next press = front & rear emergency lights
 - Next press = repeating as before
 - Press & Hold Anytime = OFF
12. Horn must have a minimum of 82 dB output measured at a height of 4' and at a distance of 50 feet directly ahead of motorcycle on an asphalt surface, with the engine at idle. Horn button to be located on the left handlebar switch assembly. With motorcycle ignition "on", the horn will activate the siren "air horn" function as well as the normal motorcycle horn.
13. Ignition switch, headlight switch, rear flashing amber light switch and all other switches not specifically located in this specification, shall be mounted on the dash panel or on the handlebar and be conveniently accessible by the rider.
14. The ignition, headlight and running light switches shall be designed and wired to permit the engine to run without the headlight or running lights on.
15. Dash panel with instrument lights shall be angle adjustable to prevent glare / obstruct visibility.
16. Each Unit will have white LED takedown lights that also supplement as wig-wag lighting.
17. **The motorcycle will be programmed so the motorcycles headlight wig wags in emergency mode.**
18. **LED driving / fog lights will be programmed to wig wag with the motorcycle headlight in emergency mode.**
19. Each motorcycle will come with a vehicle specific battery tender.
20. **A light will be equipped with sensor to activate during low light illumination into each saddlebag.**

HANDLEBARS:	<p>Handlebars shall be chrome plated, stainless steel, or other corrosion resistant finish of the latest approved type suitable for police work and allow the officer to sit in an upright vertical position with both hands on handlebar grips. Movement of the handlebars shall not be restricted by any accessory equipment or windshield/fairing.</p> <ol style="list-style-type: none"> 1. All exposed wiring to switches shall be encased in plastic loom and clamped to bars. All wiring subjected to friction to be adequately protected to prevent wear and eventual grounding. 2. Handlebar grips to be of firm dark colored plastic and / or rubber which will not discolor hands. 3. Throttle control, to be located on right handlebar, shall allow no lost motion or play and shall return to idle when hand is released from grip. 4. Throttle control shall incorporate an electronic cruise control system to enable the rider to temporarily inhibit the throttle from closing to assist with hand signals. Cruise control should disengage anytime the brakes are applied, the clutch lever is actuated, or the throttle position is moved. Cruise control should operate at low speed (from 9 mph up). 5. Handlebar control levers shall provide an adjustable cam to vary the lever reach from the grip to accommodate various hand sizes. 6. Provision shall be made for mounting a radio control head system in the center of the handlebars, gas tank console or fairing. Fairing dashboard shall contain radio speakers of 4 Ohms impedance to broadcast radio traffic, pre-wired with for connection to mobile radio. Mounting of the radio control head and microphone shall not obstruct visibility of indicators or accessibility of controls and switches and shall be readily accessible when seated on the motorcycle. 7. Handlebar switches shall be standard for the activation of the following features: <ol style="list-style-type: none"> 1. Electronic gun lock 2. Take-down lights (steady-burn and wig-wag modes) 3. Alley lights 4. Rear 2-way flashers, 4-way flashers 5. Radio speaker cut-off 6. Electronic speedometer pace-lock 7. Lights-OFF 8. Cruise lights 9. Fog lights 10. Speedometer pace-lock 11. PTT, PTPA, PTT2, Siren, Emergency Lights (Setcom compatible) 8. Handlebars shall be equipped with electronic heated grips.
TIRES & WHEELS:	<p><u>Tires:</u> To be first quality, bead retention, tubeless tires specifically approved by the manufacturer for police service.</p> <ol style="list-style-type: none"> 1. Each tire and wheel assembly shall be balanced. Lateral and radial run-out shall be within the factory recommended tolerances.

	<ol style="list-style-type: none"> 2. Tires supplied shall be tested and approved by the manufacturer for use on the make motorcycle bid. 3. Tires supplied must be readily available through motorcycle manufacturers distributors at time of delivery of the first motorcycles supplied in compliance with these specifications. 4. Tires shall conform with the performance requirements listed in section 5. Tire Pressure Monitoring (TPM) system provides continuous monitoring via digital reading in dashboard information display of front and rear tire pressure. Dashboard Alert for slow leak / Dashboard Warning for fast loss of air pressure. <p><u>Wheels:</u> Front and rear wheels shall be alloy type. Front and rear wheel shall be designed to prevent tire separation from rim if tire becomes flat. Rim shall be equipped with an interior shoulder that does not permit dismounting of the sidewall bead from the shoulder and prevents subsequent movement of the sidewall into center-recess of the rim or to the outside of the rim when tire is run flat. Rim locks are not acceptable as an alternate to this specification. Tire pressure valve stem shall be side-mounted for easily accessibility for daily check / correction of tire pressure.</p>
MIRRORS:	<p>Right and left side rear view mirrors are to be installed in such a manner to minimize vibration and shall be:</p> <ol style="list-style-type: none"> 1. Rectangular in shape. No less than 3-1/2" x 5" or 17 square inches. 2. Short shank, folding, mounted on the handlebars or breakaway design mounted to fairing shell. 3. Mirrors shall be "true vision" type.
SPEEDOMETER:	<p>Shall be designed for police work. Shall be certified accurate within ± 2 mph throughout its entire speed and temperature operating range as compared to the true motorcycle speed in which it is installed.</p> <ol style="list-style-type: none"> 1. Shall provide illuminated accurate easy-to-read digital display. 2. Shall provide a handlebar switch to press and lock the (pace) speed, displaying this speed on the digital display adjacent to the primary speed display. The pace speed shall be erased through ignition sessions.

	<ol style="list-style-type: none"> 3. Shall operate from the wheel speed sensor providing a digital reading that will not change with time or wear (not require recalibration). 4. Tachometer shall be supplied.
PROTECTION BARS:	<p>Front (engine guard) and rear (bag guard) protection bars shall be shot-peened finished stainless steel construction to resist corrosion. The front and rear protection bars shall also be designed to provide mountings for the siren speaker and other accessories and protect the motorcycle from cosmetic damage in the event it is dropped to a side.</p>
FAIRING / WINDSHIELD:	<p>Shall be equipped with a frame mounted full fairing and electrically-adjustable windshield system providing exceptional stability and protection from the elements.</p> <ol style="list-style-type: none"> 1. Windshield shall be the Z-Technic VStream Sport/Tour Replacement Screen for BMW R1200RT (#Z2350) 2. Windshield shall be of clear polycarbonate, scratch-resistant, approved glazing material (Ref. Lexan MR-4000 or equivalent). 3. Windshield angle should be electrically adjustable while riding via handlebar switch to provide optimal protection / adjustment to minimize wind noise and optimize comfort to the operator. 4. Fairing and windshield system shall not cause imbalance of the motorcycle at any speed.
SEAT:	<p>Shall be height-adjustable heavy-duty police type foam padded adjustable waterproof saddle covered with black textured vinyl material that reduces heat-gain in sunlight. Available seat sizes are low, regular and high. Each seat can be adjusted to one of two heights. Seat shall be equipped with electronic warming mechanism.</p>
STANDS:	<p>Side stand will be made of steel construction and have a minimum of two and one-half square inches of surface on the ground when extended. Stand designed to support the weight of the motorcycle when loaded with full police equipment.</p> <ol style="list-style-type: none"> 1. Shall be mounted on left side. 2. Shall be equipped with a side stand extension. 3. Shall be designed so that the stand can be lowered and retracted with foot when seated on the motorcycle. 4. So, designed that it will not strike ground during hard left turns when retracted. 5. Amount of lean of motorcycle shall not exceed 15 degrees from vertical when stand is extended, and front wheel is in a straight-

	<p>ahead position. Stand shall support motorcycle up to a 9-degree grade without locking mechanism.</p> <p>6. Center service stand shall be standard, permanently fitted to motor, raising the rear wheel off the ground when deployed, to enable operator to rotate - check condition of either tire.</p>
FOOTRESTS:	<p>Shall be equipped with footrests so constructed that they will touch the ground prior to other fixed component, fold in the event of contact with the ground, enabling a minimum lean angle of 40 degrees. Footrests shall not restrict the lean angle of the motorcycle.</p>
SIREN & PUBLIC ADDRESS SYSTEM	<p>Electronic twin speaker motorcycle siren/public address (PA) system. Shall be supplied and installed, operating only when ignition switch is "on". Siren to produce electronic tones wail, yelp, hyper-yelp and air horn. PA may be interfaced with mobile radio. Control switch shall have these operating modes:</p> <ol style="list-style-type: none"> 1. Momentary rocker push-button – single press to activate siren. Additional single press of push-button will scroll through wail, yelp and hyper-yelp (when enabled). Press and hold of push-button deactivates siren regardless of position in scroll cycle. Switch actuation shall be sufficiently precise to enable siren "chirp" via double-tap switch operation. 2. Horn button - siren air horn operates whenever ignition switch is "on" and horn button is pressed.
MUFFLER:	<ol style="list-style-type: none"> 1. Shall meet legal sound restrictions. 2. Shall be constructed of stainless steel to maximize useful life. 3. Muffler to be polished stainless-steel finish with optional chrome plated finish.
KEYS:	<p>To have three keys (two luxury keys and one service key) provided for each motorcycle at time of delivery. Keys to contain anti-theft security chip to disable ignition system unless the proper ignition key is utilized.</p>
RADIOBOX & SADDLEBAGS	<p>To be equipped with a lockable integrated radio storage box with grounded base suitable for mounting of police radio / video system / etc. with electronic push-button lid release. A standard grounded radio antenna mounting shall be provided behind the radio box floor plate suitable for all radio frequencies from 40 MHz to 800+ MHz. Radio box</p>

	<p>optimal dimensions: 17" L x 12"-10" W x 6"-4.5"H (box is tapered front to rear).</p> <p>Two (2) law enforcement type utility saddlebags mounted on each side of the rear wheel. Saddlebags shall be composite construction. Optimal dimensions: 19.5" L x 6.75" W x 10.5"H (bag) / 4"H (lid). Tapered rectangular shape with a minimum capacity of 23 liters each. Boxes shall be sealed against moisture and dirt. Front hinge / single glove-friendly rear latch should allow operator to open lid while seated on motor. Latch secures lid without requirement to lock / key lock standard for security.</p>
TOOL KIT	A minimal emergency tool kit shall be supplied with each motorcycle along with a Cruz Tools Road Tech Tool Kit for BMW.
FUEL TANK:	Fuel tank shall have a minimum capacity of six (6) U.S. gallons.
SUPPLEMENTARY ORDERS:	The Department retains the right to place supplementary orders, either upon issuance of the Purchase Order or by a Purchase Order Change within 360 calendar days after the Purchase Order date. In the event the Department exercises such increase option, the vendor shall agree to furnish to the Department the additional quantity of units ordered at the bid price.
GPS NAVIGATION:	GPS Navigation Unit will be attached to the motorcycle in a permanent dash mount. The Unit will be of the most recent design and current production model and guarantee all equipment, parts and components offered to be new and unused. The Unit will be robust, waterproof (to IPX7 standard), fuel-resistant and shock-proof. It will have a monitor with a minimum of 65,000-color TFT touchscreen, have automatic day/night mode, minimum of 800 x 480 pixels, and high-contrast, non-reflective, UV-resistant display. The Unit will be accessible through screen interaction and handlebar controls.
RADIO INSTALLATION:	The vendor will be responsible for assisting with radio / radars and all the related equipment which will be furnished by the Electronics Services Division of the Maryland State Police or requesting agency. The radio / radar will be installed as per the Electronic Service Divisions requirements
FIREARMS SECURITY:	The motorcycle will be pre-wired and with all necessary equipment to include handlebar mounted switch, variable timer for release of weapon and connectors to attach to a long gun weapon mount of the Department's choice.
LIDAR HOLSTER:	The Motorcycle will have vehicle specific exterior holster for the Kustom Pro-Laser 3 LIDAR. The holster will have key locks to deter theft. Each mount will be made from powder-coated formed steel wire and formed laser-cut steel.
RADAR BRACKETS:	The Motorcycle will be equipped with Kustom Raptor RP-1 (KA Band) Front & Rear mounts (Part # 71602452852)
NOTEPAD BRACKET:	The vehicle will be equipped with a specific mount for a notepad to be attached to the area surrounding the fill area of the fuel tank.

WARRANTY:	<p>The standard manufacturer's warranty shall apply to all motorcycles purchased under this specification. Manufacturer shall also provide a 36-month / 60,000 miles, no deductible limited warranty for all motorcycles. Any cost for this warranty shall be included in the bid price of the motorcycle. The manufacturer shall have 6,000-mile service intervals in the Manufacturer's maintenance schedule for meeting the service requirements for obtaining warranty service. Oil consumption in excess of one quart per 1,000 miles shall be cause for warranty repair.</p> <p>Warranty to begin on date motorcycles are placed in service by the requesting authority.</p>
I PRE-DELIVERY SERVICE	<p>All motorcycles must be completely serviced, inspected, properly adjusted and road tested before delivery, including the proper fill of all fluids and lubricants. All motorcycles shall be delivered with a minimum of 2 gallons of fuel in the fuel tank. Batteries shall be serviced and fully charged on delivery.</p>
PERFORMANCE:	<p>Motorcycles purchased against this specification shall display outstanding stability, maneuverability, cornering and other handling characteristics necessary for a motorcycle engaged in urban and interstate roadway enforcement as well as high-speed traffic law enforcement use which includes operation over various types of road surfaces and operating conditions. Motors shall be capable of reaching a top speed of at least 125 mph fully loaded with no sign of instability, even when riding through curves at high speed. Cornering lean angle shall not be less than 40 degrees, providing optimal cornering clearance, improving the ability of the operator to avoid obstacles spotted in a curve.</p> <p>0-100 MPH Acceleration = maximum of 10 seconds.</p> <p>Top Speed = 125 MPH minimum</p> <p>Average Deceleration Rate= minimum 28 feet per second</p>
DELIVERY:	<p>When completed, the motorcycle will be delivered to the Director of the Maryland State Police Motor Vehicle Division by the Vendor for MSP purchases only.</p>

Item 2: Harley Davidson Motorcycle specification

The following are proprietary to Maryland State Police (MSP) ONLY:
Olive Drab GM Color Code # 311B or equivalent.

COLOR:	<p>Motorcycle will be painted a solid Black. Paint may be obtained from DuPont, Color Code #99-K-Black or equivalent. All paint will be covered with clear coat to meet manufacturer's specifications. The following paint configuration will be used when painting the motorcycle:</p>
---------------	---

	<p>Gas Tank: <u>Main color</u> - will be painted Black DuPont color code #99K or equivalent. <u>Panel color</u> - will be painted Olive Drab GM Color Code # 311B or equivalent.</p> <p>Front Fender: <u>Main color</u> - will be painted Black DuPont color code #99K or equivalent. <u>Panel color</u> - will be painted Olive Drab GM Color Code # 311B or equivalent.</p> <p>Saddle Bag: <u>Main color</u> - will be painted Black DuPont color code #99K or equivalent. <u>Panel color</u> - will be painted Olive Drab GM Color Code # 311B or equivalent.</p> <p>Side Covers: Will be painted Black DuPont color code #99K or equivalent.</p> <p>Bag Lids: Will be painted Black DuPont color code #99K or equivalent.</p> <p>Fairing: <u>Main color</u> - will be painted Black DuPont color code #99K or equivalent. <u>Panel color</u> - will be painted Olive Drab GM Color Code # 311B or equivalent.</p> <p>Pin Stripes: Color of pin stripe will be outside of panel, in contrast with main color, i.e. Black or Olive Drab or Olive Drab <u>or</u> Black. <u>Final approval of the colors and color combination will be made by the Commander of the Maryland State Police Motor Unit or Deputy Director of the Maryland State Police Motor Vehicle Division for MSP motorcycles ONLY. All other requesters will provide an authoritative representative to approve the colors and color combination</u> after bid is awarded. This color scheme will not be made available to any political subdivisions, independent college or university. Those agencies electing to purchase vehicles under the Maryland State Police contract will select a color option separate and apart from the option chosen by the Maryland State Police.</p>
MINIMUM DRY WEIGHT:	2. 600 pounds.
ENGINE:	Piston displacement of not less than 1868cc, pushrod-operated, overhead valves with hydraulic, self-adjusting lifters, four valves per cylinder and featuring Engine Idle Temperature Management System, producing minimal vibration frequencies and magnitudes. Engine and transmission isolated from motorcycle frame utilizing a rubber mounting system.

	<ul style="list-style-type: none"> • The engines computer shall meet Maryland emissions standards and not calibrated to California standards which may cause the motor to overheat. • All units will be equipped with the most advanced Cool Flow cooling fan available to reduce engine heat and rider fatigue. • Powertrain deluxe chrome group designed for low maintenance; black powder coat finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers. • Compression ratio: 10.5:1 • Electronic Sequential Port Fuel Injection System (ESPFI) • Single Cam design • Hydraulic Lifters requiring no maintenance service adjustments • Air and Oil cooled • Fan-assisted oil cooler • Screamin Eagle High Flow Air Cleaner • Pro-Street Tuner • Screamin Eagle Stage IV Kit 												
POWERTRAIN:	<p>Clutch / Transmission</p> <ul style="list-style-type: none"> • Clutch shall be of the latest assist and slip ten (10) plate design, wet. • Hydraulically Actuated Clutch system • Transmission to be of latest design, manual type, with not less than six (6) forward speeds. • Clutch disengage for starter motor operation • Primary Drive, double-row chain, 34/46 ratio. <ul style="list-style-type: none"> • Final belt drive (Kevlar lifetime), with a rubber isolated 68 tooth rear drive sprocket or more advanced Final Drive if available. • Greaseless shifter shaft with “anti-vibration” rubber spacers. <ul style="list-style-type: none"> • Gear Ratios: <table> <tr><td>1st</td><td>9.593</td></tr> <tr><td>2nd</td><td>6.650</td></tr> <tr><td>3rd</td><td>4.938</td></tr> <tr><td>4th</td><td>4.000</td></tr> <tr><td>5th</td><td>3.407</td></tr> <tr><td>6th</td><td>2.875</td></tr> </table> 	1st	9.593	2nd	6.650	3rd	4.938	4th	4.000	5th	3.407	6th	2.875
1st	9.593												
2nd	6.650												
3rd	4.938												
4th	4.000												
5th	3.407												
6th	2.875												
BRAKES:	<ul style="list-style-type: none"> • Reflex Linked Braking with Brembro ABS, linking disengages below 25 mph • Hydraulic Disc brakes for both front and rear wheels • Front brakes having dual 11.81-inch diameter floating discs • Rear brake having a single disc. • Brakes shall be relatively free of heat fade • Calipers-4 Piston • Uniform Expanding Rear Rotor 												

FRAME / SUSPENSION / FIBERGLASS / SHEET METAL	<p>Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.</p> <ul style="list-style-type: none"> • Front suspension uses Showa Dual Bending Valve (SDBV) technology and gives you 117 mm of travel; improved damping performance over the range of suspension travel • Hand-adjustable emulsion rear shocks provide 15-30% more preload adjustment and adjust with the turn of a single knob, no tools required; improved damping performance over the range of suspension travel • 49 mm telescopic front forks. • Rear suspension swing arm bearings shall require no lubrication for life of the motorcycle.
ELECTRICAL SYSTEMS:	<p>Electrical system shall be nominal 12-volt as follows:</p> <ul style="list-style-type: none"> • Battery. Sealed, heavy-duty maintenance-free, 12-volt, minimum rated capacity – 28 ampere hours (Battery Council International rating), 405 cold cranking amps. • Ignition. Non-waste spark, alpha control. • Charging System. Three-phase, 48-amp high output alternator producing 28 amps at idle, solid state regulator. • Connectors. Industrial grade throughout, provided with electrical accessory connection. • Hand Controls. Water-resistant, integrated switches. • Starting System. 12-volt starter, solenoid operated engagement, relay required. • Horn. Sound level audible above motorcycle and traffic-generated noise.
TIRES & WHEELS:	<ul style="list-style-type: none"> • Black Impeller Cast Aluminum wheels, rim material to be impermeable to compressed air. • Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement. • Bead-retention tires designed to remain on wheel during sudden loss of pressure. • Sealed automotive style wheel bearings requiring no endplay adjustment and service interval of 100,000 miles (160,000 km).
FEATURE REQUIREMENTS:	<ul style="list-style-type: none"> • Seat. Deluxe solo saddle, special police type, breathable material covering, adjustable coil over spring suspension system • Heated grips • Cruise control • Stealth Mode operational activation • Push to Talk switch designed to plug directly into SETCOM Liberator Wireless for remote activation of portable radio and P/A. • Power ON for emergency equipment for 30 minutes with ignition OFF. • Analog and Digital speed display with Speed Capture Feature.
MIRRORS:	<ul style="list-style-type: none"> • Two long stem true image mirrors capable of providing a clear image to the rear at operational speed and at idle for officer safety.

VISUAL DISPLAYS:	<ul style="list-style-type: none"> • Speedometer. Shall be designed for police work. Shall be certified accurate within ± 2 mph throughout its entire speed and temperature operating range as compared to the true motorcycle speed in which it is installed. Analog & Digital speedometer, range 0-120mph • (2) re-settable trip meters. • Speed Capture with Digital Speed Display • Gear Indicator • Odometer. Calibrated, cumulative. • Tachometer. Analog. • Fuel level gauge. • Voltmeter gauge • Emergency Light Activation Indicators, separate indicators for front and rear emergency lights. • Stealth Mode indicator • Cruise Control indicator • Sight glass on brake master cylinders. • Fuel Mileage countdown till empty displayed in odometer window when Low fuel indicator lamp is lit. • Turn Signal Indicators • Hazard-Warning Lights Indicator • Neutral Indicator • High beam Indicator • Low Oil pressure Indicator • Engine diagnostic light • ABS indicator lamp • GPS
FAIRING / WINDSHIELD:	<p>Shall be equipped with a full fairing system providing exceptional stability and protection from the elements.</p> <ul style="list-style-type: none"> • Windshield will be constructed of clear polycarbonate, designed to break away with minimal force and be a standard 12-inch height. • Dark smoked adjustable air deflectors will be attached to the left and right side of the front fairing.
SEAT:	<ul style="list-style-type: none"> • Deluxe solo saddle, special police type, breathable material covering, adjustable coil over spring suspension and provide an internal adjustable heating element that can be controlled independently.
STANDS:	<ul style="list-style-type: none"> • Jiffy stand will have electronic disengage to prevent drive off with jiffy stand deployed. • A center stand to allow storage of the motorcycle in an upright position. The center stand will not hinder the operation of the motorcycle at its maximum lean angle of 31 and 33 degrees.

FOOTRESTS:	<ul style="list-style-type: none"> • Footboards. The pivoting type with non-skid rubber pads.
ENGINE GUARDS:	<ul style="list-style-type: none"> • Front Engine Guard • Read Saddlebag Guard • Horizontal Saddlebag Rails • All guards designed to protect the motorcycle from cosmetic damage in the event it is dropped to a side.
SADDLEBAGS	<ul style="list-style-type: none"> • Factory installed, law enforcement type injection Molded GTX saddlebags. • Approximately 2,000 cubic inches of storage space per bag • Water proof when closed and latched • Utilizing one touch operation latches
SIREN & PUBLIC ADDRESS SYSTEM	<ul style="list-style-type: none"> • Motorcycle siren/public address (PA) system. Shall be supplied and installed, operating only when ignition switch is “on”. Siren to produce electronic tones wail, yelp and air horn. PA may be interfaced with mobile radio through pre-existing handlebar push to talk switch. • Horn button - siren air horn operates whenever ignition switch is “on” and horn button is pressed.
EXHAUST:	<ul style="list-style-type: none"> • Kerker mufflers with tapered ends or equivalent. • Modification to this must be approved by the Motorcycle Unit Commander and/or the Commander or Deputy Director of the Maryland State Police Motor Vehicle Division. • Chrome, two into one into two exhaust system.
KEYS:	<ul style="list-style-type: none"> • One key fits all locks. • To have three keys provided for each motorcycle at time of delivery. • Motorcycle will have anti-theft security chip to disable ignition system unless the proper ignition key is in the ignition or in the vicinity of the motorcycle.
RADIOBOX	<p>Lockable Police Tour Pack Carrier System Box will be large enough to contain all of the required emergency LED lights (as described in Electrical Systems), auxiliary brake light and turn signals and be able to contain inside the radio box:</p> <ul style="list-style-type: none"> • One (1) Auxiliary battery and charging components.

	<ul style="list-style-type: none"> • A mobile radio with approximate dimensions of 10W X 13L X 3H and connections. • One (1) Panasonic CF-20 or equivalent laptop • One (1) Brothers Pocketjet PJ723 or equivalent • Docking station / mounting hardware to secure all devices <p>Radiobox must be designed in a way to prevent damage to the equipment inside the radiobox.</p>
ELECTRICAL SYSTEM:	<p>A. Shall be nominal 12-volt system</p> <p>B. Two (2) Heavy duty batteries required with a minimum rated capacity of 28 ampere-hours with minimum 270 cold cranking amps. One battery will operate the motorcycle. The second will handle the emergency equipment, radio, computers and other law enforcement accessories. Both batteries will charge when motorcycle is running.</p> <p>C. Three phase charging system, 48-amp high output alternator, solid state regulator.</p> <p>D. 12-volt heavy-duty starter with solenoid operated engagement system.</p> <p>E. Horn shall emit a sound level adequate to be heard above motorcycle and traffic generated noise levels.</p> <p>F. Motorcycle shall be provided with the following lighting equipment:</p> <ol style="list-style-type: none"> i. Daymaker LED headlight (high and low beam) ii. Tail and Stoplight iii. Turn signals, front and rear amber lens with 4-way flashers, self-canceling. iv. Supplemental LED brake/tail light. v. License plate lighting vi. Blue 2 ½ inch circular LED marker lights on both sides of the license plate. <p>G. Emergency Lighting and Equipment:</p> <ol style="list-style-type: none"> i. Units shall be equipped with Whelen 4” round Super-LED red and blue pursuit lights, mounted on either side of the headlight with appropriate brackets as follows: each light contains one red and one blue LED array. ii. Units shall be provided with Whelen, red and blue LED light heads mounted on each engine guard as follows: red to the left side, blue to the right side. Lighting will be angled in such a manner to provide warning to oncoming traffic and in a manner not to cause damage if motorcycle tips over. iii. Units shall be installed with a Whelen High Intensity Super LED Light- Array, to fit on windshield without impeding the air ducts, that includes five Micron light heads in the following configuration – (2) blue outboards, (1) blue center and (2) red middle sections. iv. Radio boxes shall be installed with six (6) Whelen M4 Series Linear Super-LED light heads and one (1) Whelen LED Strip-Lite Brakelight as follows: <ul style="list-style-type: none"> <input type="checkbox"/> Two (2) split red/blue light heads mounted to the rear <input type="checkbox"/> One (1) strip-lite brakelight mounted to the rear above lightheads. <input type="checkbox"/> One (1) red and 1 (one) blue light head mounted to the left side

	<p><input type="checkbox"/> One (1) red and 1 (one) blue light head mounted to the right side</p> <p>v. Each unit shall be installed with four (4) Whelen TIR3 horizontal LED light heads for the rear saddle bag crash bars. One set of light heads shall be mounted for each saddle bag with a Whelen Model RBKTHD9 as follows:</p> <p><input type="checkbox"/> One (1) red and 1 (one) blue light head mounted to the left rear saddle bag.</p> <p><input type="checkbox"/> One (1) red and 1 (one) blue light head mounted to the right rear saddle bag.</p> <p>vi. 1. Two (2) LED Driving/Fog Lights attached to the front engine guards that will also be programmed to wig wag when emergency lights are activated.</p> <p>vii. Whelen 100-watt siren/speaker system with amplifier and microphone shall be provided and installed on each unit.</p> <p>viii. The lighting and equipment referenced above shall be installed with all appropriate brackets, hardware and wiring for a professional installation. All wiring and wiring connections shall be waterproof.</p> <p>ix. Each motorcycle will be constructed identically to include type, color, length and wire connections.</p> <p>x. The forward and rear facing red and blue LEDs will have an independent switch to allow a steady burn of approximate 10-30% power for a patrol/cruise light.</p> <p>xi. A flush mount port compatible with Gerbings or California Heated Clothing wiring and thermostats.</p> <p>xii. Each motorcycle will come with a vehicle specific battery tender designed to tend both main and auxiliary batteries when not in use.</p> <p>H. In the back of each radio box. There will be connections wired to the auxiliary charging system to include plug and play connections for:</p> <p>i. mobile radios</p> <p>ii. Setcom</p> <p>iii. Mobile Data Terminals (to include laptop computers, thermal printers and scanners)</p> <p>iv. Radar unit</p>
TOOL KIT	A minimal emergency tool kit shall be supplied with each motorcycle along with a Cruz Tools Road Tech Tool Kit specific for the motorcycle.
FUEL TANK:	<ul style="list-style-type: none"> • Fuel tank shall have a minimum capacity of six (6) U.S. gallons. • Must provide a minimum of 1 gallon (3.8 L) • Reserve fuel capacity when main supply is exhausted. • Electric fuel pump.
SUPPLEMENTARY ORDERS:	The Department retains the right to place supplementary orders, either upon issuance of the Purchase Order or by a Purchase Order Change within 360 calendar days after the Purchase Order date. In the event the Department exercises such increase option, the vendor shall agree to furnish to the Department the additional quantity of units ordered at the bid price.

GPS NAVIGATION:	GPS Navigation Unit will be attached to the motorcycle in a permanent dash mount. The Unit will be of the most recent design and current production model and guarantee all equipment, parts and components offered to be new and unused. The Unit will be robust, waterproof (to IPX7 standard), fuel-resistant and shock-proof. It will have a monitor with a minimum of 65,000-color TFT touchscreen, have automatic day/night mode, minimum of 800 x 480 pixels, and high-contrast, non-reflective, UV-resistant display.
RADIO INSTALLATION:	The vendor will be responsible for assisting with radio / radars and all the related equipment which will be furnished by the Electronics Services Division of the Maryland State Police or requesting agency. The radio / radar will be installed as per the Electronic Service Divisions requirements
FIREARMS SECURITY:	The motorcycle will be pre-wired and with all necessary equipment to include handlebar mounted switch, variable timer for release of weapon and connectors to attach to a long gun weapon mount of the Department's choice.
LIDAR HOLSTER:	The Motorcycle will have vehicle specific exterior holster for the Kustom Pro-Laser 4 LIDAR. The holster will have key locks to deter theft and be mounted in a way to prevent damage to the LIDAR in the event of a tip-over.
RADAR BRACKETS:	<p>The Motorcycle will be equipped with Kustom Raptor RP-1 (KA Band) mounts to include:</p> <ul style="list-style-type: none"> • Front Antenna Mount • Rear Antenna Mount • Display Mount • Remote Control Mount • Counting Unit Mount
NOTEPAD BRACKET:	<ul style="list-style-type: none"> • The vehicle will be equipped with a specific mount for a notepad to be attached to the area surrounding the fill area of the fuel tank to hold approximately 3X5 inch cards.
MANUALS:	<ul style="list-style-type: none"> • The Successful vendor shall provide parts and service/repair manuals upon delivery. • Operation, parts and service manuals and descriptive literature shall be provided for all aftermarket equipment installed on the unit, ie Whelen lighting. • If available, an operator training DVD or Blu-Ray shall be supplied. • If the manuals referenced above are available on CD-ROM or DVD-ROM media, they shall be provided in lieu of paper manuals.

WARRANTY:	<ul style="list-style-type: none"> • The successful vendor shall guarantee and warranty all equipment outlined in this bid to be of good material and workmanship. • A minimum Warranty period of two (2) years shall be provided following delivery and acceptance of all units. • All warranty repairs shall cover 100 percent parts and labor. • At the conclusion of the original two-year warranty period an extended warranty period of twelve (12) months, with a \$50.00 deductible, shall be included in the bid price. The successful vendor shall supply a copy of the extended warranty coverage with the bid. • Oil consumption in excess of one quart per 1,000 miles shall be cause for warranty repair. • Warranty will begin on date vehicles being placed in service by the Maryland State Police.
PRE-DELIVERY SERVICE	All motorcycles must be completely serviced, inspected, properly adjusted and road tested before delivery, including the proper fill of all fluids and lubricants. All motorcycles shall be delivered with a minimum of 2 gallons of fuel in the fuel tank. Batteries shall be serviced and fully charged on delivery.
PERFORMANCE:	Motorcycles purchased against this specification shall display outstanding stability, maneuverability, cornering and other handling characteristics necessary for a motorcycle engaged in urban and interstate roadway enforcement as well as high-speed traffic law enforcement use which includes operation over various types of road surfaces and operating conditions. Motors must be capable of reaching top speed fully loaded with no sign of instability, even when riding through curves at high speed.
DELIVERY:	When completed, the motorcycle will be delivered to the agency/requester that submitted the purchase request.

ATTACHMENT A
Minority Business Enterprise (MBE)

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

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

**MANDATORY AFFIDAVITS
AND
ATTACHMENTS**

Attachment B - Bid/Proposal Affidavit

Attachment C - Contract Affidavit

Attachment D - Mercury Affidavit

Attachment E - Conflict of Interest Affidavit

Attachment F – Company Profile

Section B – Terms and Conditions

SUBMIT THESE AFFIDAVITS WITH BID/PROPOSAL

ATTACHMENT B

COMAR 21.05.08.07 Bid/Proposal Affidavit

Effective 10/24/17

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

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

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

I FURTHER AFFIRM THAT:

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

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

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

O. ACKNOWLEDGEMENT

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

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

By: _____

Signature of Authorized Representative and Affiant

Printed Name: _____

Printed Name of Authorized Representative and Affiant

Title: _____

Title

Date: _____

Date

ATTACHMENT C

COMAR 21.07.01.25

Contract Affidavit

Revised 10/1/17

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract 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 or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D

COMAR 21.05.08.09

MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____

and the duly authorized representative of (business) _____

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. MERCURY CONTENT INFORMATION

[_____] The product(s) offered do not contain mercury.

OR

[_____] The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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

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

Date: _____

By: _____
(signature of Authorized Representative and Affiant)

(Printed or Typed Name)

ATTACHMENT E

COMAR 21.05.08.09

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):
- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____

By: _____
(signature of Authorized Representative and Affiant)

(Printed or Typed Name)

ATTACHMENT F

COMPANY PROFILE

IFB #: _____

Title: _____

NOTICE TO BIDDERS:

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

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

PLEASE PRINT OR TYPE LEGIBLY

CUSTOMER SERVICE CONTACT INFORMATION

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

Name of Bidding Entity: _____

Name of Representative: _____

Company Address: _____

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

E-Mail: _____

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

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

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

Former names under which your organization has operated: _____

REFERENCES

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

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

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

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

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

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

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

ATTACHMENT G
NO BID NOTICE

Vendor/Contractor:

The Office of State Procurement has solicited your participation in the following Invitation for Bids:

IFB #: _____ Title: _____

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

I _____ did not bid on this

IFB/RFP because: (check one or more)

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

☐ Do not have the experience necessary to perform the work.

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

☐ Time for completion is too short.

☐ General Conditions contain requirements which I do not understand.

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

Date: _____

By: _____

(Authorized Representative)

(Company Name)

NOTE: Complete form only if you do not intend to bid. **Office of State Procurement** is interested in improving its competitive bid process and your comments are important to this endeavor. Thank you for your assistance. **Please email this form to the Procurement Officer indicated on the KEY INFORMATION SUMMARY SHEET (page 2).** Vendors are asked not to submit this form on eMMA.