

**RETURN BID TO:
THE UNIVERSITY OF MARYLAND BALTIMORE COUNTY
DEPARTMENT OF PROCUREMENT
1000 HILLTOP CIRCLE, ROOM 301, ADMINISTRATION BUILDING
BALTIMORE, MD 21250
Donna von Paris: 410-455-3915**

REQUEST TO BID No. BC-21060-VP

UMBC – Buy/Lease Buses

THIS IS NOT AN ORDER

Company Name: _____

Address: _____

City/State: _____ Zip Code: _____

Telephone Number: _____

Email Address: _____

If address shown here is not address to which an order should be directed indicate such address.

In event of this bid being accepted, a purchase order will be issued. This solicitation is subject to all terms and conditions contained herein (see attached pages 2 & 3)

DATE	THIS BID MUST BE RECEIVED NO LATER THAN 4:00 P.M. ON:		
04/27/17	Friday, May 19, 2017		
PLEASE ENTER HEREON YOUR BID ON THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	QUANTITY	UNIT PRICE	TOTAL
<p>The University of Maryland Baltimore County (UMBC) is Requesting bids to buy and/or lease 3 buses.</p> <p>Refer to Section-II for the specifications and requirements for this bid.</p> <p>Questions are due by Friday, May 5, 2017 by 4:00 p.m. EST Questions are to be submitted in writing and are to be directed in writing to Donna Von Paris at dvonparis@umbc.edu.</p> <p>Complete this Bid Form and submit to UMBC Box Via email to Bids_to.j8xv4nzyho80dqqr@u.box.com by Thursday, May 11, 2017 by 2:00 pm. (Late Bids cannot be accepted.)</p> <p>UMBC's attached Purchase Order Terms & Conditions and Mandatory Bid Terms & Conditions apply to this Bid.</p> <p>This page must be signed and returned with your response.</p>	3 Buses	Refer to attached Price Page.	

TOTAL \$

THIS SPACE TO BE FILLED IN BY BIDDER

Shipment will be made in _____ days from receipt of order

(SIGNED)

(DATE)

F.O.B. _____

(PRINT OR TYPE NAME)

Material is F.O.B. Receiving Platform, University of Maryland, 1000 Hilltop Circle, Baltimore, MD 21250, unless otherwise stated.

(TITLE)

TERMS: _____ NET 30 UNLESS OTHERWISE STATED.

(VENDOR'S FEDERAL IDENTIFICATION NO.)

All bids submitted must be reviewed and signed by an authorized officer or agent of the firm submitting the bid and are to be returned on these forms.

(PHONE NO.)

BC #21015VP
UMBC BUY/LEASE BUSES
BID # BC-21060VP
SECTION I: SUMMARY INFORMATION

A. OBJECTIVE

The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, an agency of the State of Maryland (herein referred to as the "University") intends to contract for three (3) 56 person Bus for the University of Maryland, Baltimore County.

B. ISSUING OFFICE

Donna von Paris
University of Maryland Baltimore County
Department of Procurement
Administration Building, Room732,
1000 Hilltop Circle
Baltimore, MD 21250
Voice: (410)-455-3915
FAX: (410) 455-1009
E-mail: dvonparis@umbc.edu

The sole point of contact in the University for purpose of this Bid is Donna von Paris. Any questions with regard to any aspect of this proposal must be directed to Donna von Paris in writing.

C. QUESTIONS AND INQUIRIES

All questions and inquiries, must be submitted in writing, and must be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received not later than **4:00 p.m. EST on Friday, May 5, 2017**. No questions or inquiries will be accepted after the deadline for Questions and Inquiries. Inquiries will receive a written reply and copies of replies will also be sent to all other known Proposers, but without identification of the inquirer. Failure to request clarifications prior to the date and time for submission of proposals will NOT be a waiver of any claim by the Proposer for expenses made necessary by reason of later interpretation of the contract documents, and will bind the Proposer to the University's interpretation.

D. DELIVERY OF BIDS

1. The due date and time for the bid response is **Friday, May 19, 2017 at 4:00 p.m. (EST)**. Late bid responses will be not be considered non-responsive.
2. **Price Proposals are to be sent electronically via e-mail to:**
Bids_to.j8xv4nzyho80dqqr@u.box.com
UMBC suggest that vendor copy and paste address when responding via email.
or
Responses may also be delivered to in a sealed envelope:
University of Maryland Baltimore County
Department of Procurement - Attention: Donna von Paris
1000 Hilltop Circle, Administration Building, Room 732
Baltimore, MD 21250

E. PRE-BID MEETING

There will not be a Pre-Bid Meeting held in conjunction with the Bid.

F. DURATION OF BID OFFER

Vendor responses are to be held valid for 120 days following the closing date for this Bid. This period may be extended by mutual agreement between the vendor and the University.

G. TERM OF CONTRACT

The contract shall be for an initial period of one (1) year beginning approximately June 1, 2017 and ending May 31, 2018. The University shall have the option to renew the contract for five (5) additional one-year terms, said option(s) to be exercised at the sole discretion of the University.

For a multi-year contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will *not* be permitted), it will be the responsibility of the contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase request *not* received by that time will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any, shall not exceed the Producer Price Index for Transportation equipment manufacturing as published by the U.S. Department of Labor Statistics for the month of December. For example, if the contract term ends **May 31, 2018**, the price index for the period ending December, 2017 will be used. Statistics will be referenced as a *cap* for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

H. ADDENDA'S

If it becomes necessary to revise any part of the Bid, addenda will be posted at <https://umbc.box.com/v/BusBidDocs>

It is the responsibility of the vendor to check the website frequently until the opening date for the addendums, amendments and changes. **An acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all vendors receiving the Bid.** This acknowledgement of the receipt **MUST** be included with your response.

I. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

The Contract to be entered into as a result of this Bid (the "Contract") shall be by and between the Bidder as Vendor and the University, and shall contain the provisions included in this solicitation, Appendix A - Contract, Appendix B – Bid Affidavit, Appendix C - Contract Affidavit, Appendix D – University Terms and Conditions and Appendix E – UMBC Transit Leasing Document. .

A UMBC Contract and Purchase Order will be issued to the awarded contractor. Attached is a sample of the contract document that will be executed with the successful vendor.

J. METHOD OF AWARD

The University reserves the right to accept or reject any and all bidders, in whole or in part, received as a result of this Bid, to waive minor irregularities. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all.

An award will be made to one (1) or more responsible bidders whose bid price will be ranked from the lowest to the highest price based on the specifications are meet for each bus. The buses may purchase and / or lease depending for the best interest of the University.

UMBC may elect to assume a relationship for leasing from one bidder and a purchase price from another bidder or any combination thereof.

The University may request a visit to the vendor's facility to evaluate the buses being proposed before award is made.

K. MULTIPLE PROPOSALS:

Bidder may not submit more than one response.

L. 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.

M. ACCEPTANCE OF TERMS AND CONDITIONS:

By submitting a response to this bid, a bidder shall be deemed to have accepted all the terms, conditions, and requirements set forth in this bid solicitation.

N. BID/PROPOSAL AFFIDAVIT:

The Bid/Proposal Affidavit included in this package (see Exhibit D) must be executed by each responding Proposer and submitted with the Proposer's Technical Proposal.

O. PIGGYBACK CLAUSE

UMBC is a member of the University System of Maryland ("USM") and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM must any of those institutions express an interest in participating in any contract that results from this solicitation. Furthermore, on occasion,

other State educational institutions (e.g., St. Mary's College, Morgan State University, and Baltimore City Community College) may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions. Proposers must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.

END OF SECTION I

UMBC BUY/LEASE BUSES
BID # BC-21060VP
SECTION II: UMBC BUY/LEASE BUSES

A. Scope of Work

The University of Maryland, Baltimore County (herein called the “University” or “UMBC”) intends to establish a contract to obtain three (3) new/used, 2017 or 2018 model 56 Passenger Motor Coach Buses for the UMBC Campus with delivery by January 1, 2018.

It shall be the intent and purpose of this solicitation to outline the specifications and terms and conditions under which a successful Vendor (s) shall provide 3 buses in full compliance with the specifications, terms and conditions noted herein.

B. Bidders Response

Bidder may choose any or all of the three alternatives for each bus in their response:

1. Option 1: UMBC to purchase the vehicles at time of award. UMBC will pay titling and tag fees. The University is tax exempt.
2. Option 2: **Monthly Lease Price & Amortization Schedule must be included in Vendor’s response.**

The vendor’s response must provide a **96 month lease program** represented by a **quarterly amortization schedule showing finance charges, if any, and a payoff schedule commencing within the week of delivery** and reoccurring for every subsequent three month period thereafter until the conclusion of the lease. Should UMBC elect to purchase a vehicle(s), a three month notice will be given to the vendor prior to the date of payment and title transfer. The payment amount will be that amount shown in the amortization schedule for the month ending. Payment will be by wire transfer in consultation with respective banks. Titling, transfer and tagging fees will be the responsibility of UMBC.

Lease amount will include sales tax paid by the bidder since lessor appears as primary and UMBC appears as secondary on the registration; sales tax is paid to the State as required. Think of this transaction as if the bidder is buying and tagging the vehicle for its use on the roads of Maryland and is paying sales tax. Vendor must provide buyout price on a quarter basis for each vehicle.

The bidder has the option to provide a lease price for each coach bus offered. At its discretion, UMBC will determine the use of this option based on its current funding and predicted need as assessed at the time of award for leased property. UMBC may elect to assume a relationship for leasing from one bidder and a purchase price from another bidder or any combination thereof. UMBC will be paying the successful bidder’s amount as disclosed in their response.

3. Option 3: **Sale Price and Monthly Lease Price & Amortization Schedule must be included in Vendor’s response.**

In this arrangement the bidder is offering both: sales price and a lease price with the same definitions and considerations employed in Options 1 and 2 pertaining to sales tax, tags, and title.

The bidder has the option to provide a sales price and a lease price for each coach bus offered. At its discretion, UMBC will determine the use of this option based on its current funding and predicted need as assessed at the time of award for leased property. Bidder make decide to forgo leasing response and just submit purchase price amount. The bidder is not penalized for this response. UMBC may elect to assume a relationship for leasing from one bidder and a purchase price from another bidder or any combination thereof. UMBC will be paying the successful bidder’s amount as disclosed in their response.

C. Mandatory Specifications

1. UMBC Coach Fleet:

The following specifications are for model year 2017 and/or 2018 motor coaches with specifications written to meet the needs of the UMBC campus community. Some equipment and design items must meet or exceed the requirements set forth. Those items are enumerated in the specification/alternate - Exhibit B. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval which are also listed in the specifications / alternate - Exhibit B.

The Exhibit B form must be returned with response with any literature for alternates.

The vendor may propose a combination of new, used or demo bus in their response. The mileage of a used or demo bus must not exceed 7,000 miles.

2. Dimensions:

Vendor must meet or exceed the following minimum required specifications are as follows:

Length (Without Bumpers)	45 ft.
Length	45 ft. 7 in.
Overall Width	102 in.
Overall Height	11 ft. 6 in.
Wheelbase	25 ft. 41/2 in. (304.5”)
Overhang Front (Bumpers Included)	6 ft. 2.4 in.
Overhang Rear (Bumpers Included)	9 ft. 2.2 in.
Center Aisle Width	20 in.
Headroom	75 ¾ in.
Turning Radius at Body Corner	43 ft. 11 ½ in.
Turning Radius at Outside of Tire	40 ft. 4 ¼ in.
Fuel Tank Capacity	227 US Gal. usable 19 US Gallons DEFT Tank
Underfloor Luggage Capacity	410 cu. Ft. (with Wheelchair Lift)
GVWR	54,000 lbs.
Front Axle Rating	17,640 lbs.
Drive Axle Rating	27, 575 lbs. Dana Spicer
Tag Axel Rating	17, 640 lbs.

3. Mechanical Information:

a. Engine

1. Rear mounted Cummins ISX, or approved equivalent, 4-stroke Diesel engine, water- cooled and turbo-charged with an air-to-air inter-cooler.
2. Type: Cummins ISX, or approved equivalent
3. Power: 425BHP SAE at 1800 rpm.
4. Maximum Torque: 1,650 lb.-ft. at 1,240 rpm.
5. Compression ratio: 17.3 : 1.
6. Bore and stroke: 5.20 x 6.14 (132 mm x 156 mm).
7. Piston Displacement: 781.1 in³ (12.8 l).
8. Governed Speed: 2,100 rpm.

b. Basic Mechanical Equipment

1. 'Jake' Brake. Operation switch on dashboard (0%, 50%, 100%).
2. Cruise Control: Cruise control (including Negative Cruise Control) or approved equivalent. Operation switches on dashboard.
3. Electronically controlled safety system and engine protection shutdown: on coolant level, coolant temperature, oil pressure, exhaust gas temperature.
4. Float switch coolant level sensor.
5. Engine Block Heater.
6. Engine lubrication: Pressurized circulation.
7. High idle system for air-conditioning.
8. Fire detectors in engine compartment and in pre-heater compartment. 356° F sensors. Stainless steel exhaust system. Position of the after-treatment system at left hand side, below floor. DPF regeneration and inhibit switch located in the engine compartment.
9. Skid plates provide additional body protection at the front and aside the engine.
10. Wiring, plumbing and controls are connected in a manner to allow easy removal of the engine.
11. Both radiator and intercooler must be easy to remove and to install. Where feasible, double constant torque hose clamps (Breeze) to be installed on coolant hoses and charge cooler pipes. The intercooler and radiator need to be easy to clean and to replace. All coolant hoses to be silicon hoses.
12. Engine radiator mounted in the left rear corner of the coach, perpendicular to the engine.
13. Engine cooling fan to driven by belts through a two speed fan clutch.
14. Engine cooling fan shall have no prop shaft or angle gear box.
15. Fluid level checking type and filling-location (filler flap spring loaded Without lock) is identical with all engine and transmission combinations. Engine coolant filling at rear LHS.
16. Heavy duty cooling consisting of:
 - a. 2-speed Lining electromagnetic fan clutch and Lining fan.
 - b. stainless steel radiator surge tank is located in the engine compartment, equipped with a 1.2 pressure relief valve.
 - c. filler cap with manual pressure relief.
 - d. an all season coolant is furnished to provide protection down to -33°FKidde engine compartment fire suppression system

17. Reinforcements for (6T) towing hook

- c. Engine Compartment must be lined with:
 - 1. Insulation assembly of Melamine foam self-adhesive black 1200x1000x40 mm
 - 2. Glass wool insulation

- d. Rear Engine Compartment Controls.
 - 1. Engine stop/start button;
 - 2. Engine start lockout;
 - 3. Engine compartment lighting;
 - 4. Exhaust after treatment regeneration controls.

- e. Automatic Transmission.
 - 1. An automatic transmission Generation 5 Allison WT B500, 6 gears, 1st gear start, with standard push button shift selector (shift to neutral when parking brake is engaged).
 - 2. Heavy Duty Two-Speed Fan Clutch
 - 3. Ratio
 - 1st 3.51:1
 - 2nd 1.91:1
 - 3rd 1.43:1
 - 4th 1.00:1
 - 5th 0.74:1
 - 6th 0.64:1
 - R 4.80:1
 - 4. Retaining chain on transmission oil filler cap
 - 5. Transynd oil
 - 6. Propeller shaft GWB with serrated 4-bolt flanges at each end with protecting bracket.

- f. Suspension
 - Front and Tag axle:
 - 1. Independent wheel suspension with dual parallel triangular frame
 - 2. 2 rolling lobe air bellows type 762N at the outer edges;
 - 3. 2 double acting hydraulic, telescopic, frequency selective, heavy duty adjustable shock absorbers, make KONI
 - 4. One leveling valve. Make: KNORR. Location: Front axle.
 - 5. Leveling valve. Make: KNORR. Location: Each side of tag axle for drive and tag axles.
 - 6. Drive axle: C-frame at LHS and RHS with 4 rolling lobe air bellows type 644N to the outer edges; 2 location links above the axle
 - 7. Reaction rods on the C-frame. One stabilizer at the front. Four double-acting hydraulic, telescopic, frequency selective, heavy-duty adjustable shock absorbers. Make: Koni
 - 8. Front kneeling with quick recovery system and interlock while kneeling.

g. Brake System

1. Fully air operated Bendix brake system in accordance with the applicable current US Vehicle.
2. Regulation (FMVSS 121).
3. Front axle: Knorr SN 7 22 ½ inch disc brake with electrical wear indicator.
4. Drive axle: Knorr SN 7 22 ½ inch disc brake with electrical wear indicator.
5. Tag axle: Knorr SN 7 22 ½ inch disc brake with electrical wear indicator.
6. Separate circuits for front and rear brakes.
7. ABS (Anti-lock Braking System). Make: Wabco. Location: Front-, drive- and tag axle.
8. ATC (Automatic Traction Control). Make: Wabco. Location: Drive axle
9. Parking brake: spring brakes on drive axle.
10. Emergency brake: based on the independence of the service brake circuits.
11. Air dryer HALDEX without turbo protection valve
12. Compressor: Knorr LK 4968-K026846N01 (naturally aspirated)
13. All brake lines and connections of Raufoss quick connect type and according to SAE specification.
14. Wabco ESC (Electronic Stability Control) system.

h. Axles

1. Front axle:
 - a. Independent wheel suspension.
 - b. Maintenance free hubs, make SKF. 335 mm bolt circle hub
2. Drive axle:
 - a. DANA hypoid axle type G171.
 - b. Rear end ratio with Cummins and Allison B 500 transmission: 3.42:1.
 - c. Maintenance free hubs, make SKF or FAG. 335 mm bolt circle hub.
3. Tag axle:
 - a. Independent wheel suspension.
 - b. Maintenance free hubs, make SKF.
 - c. 335 mm bolt circle hub.

i. Steering

1. ZF8098 power steering of ball nut type, with built-in servo unit, and variable transmission rate. Minimum turning radius at body corner: 44 ft.
2. Steering wheel diameter: 18" in (457mm).
3. Steering column pneumatically adjustable in rake and height.
4. Steering: Power steering. Steering wheel to have tilt and telescopic feature.

j. Wheels

1. Dura-Bright aluminum wheels 9.00 x 22.5 with a 335 mm bolt circle for tubeless tires. Single mounted on front and tag axle, dual mounted at drive axle.
2. Hubs to accommodate steel and aluminum wheels.
3. Spare tire behind front bumper.

4. Wheel Housings- Glass-fiber reinforced wheel housings at front axle. Stainless sheet steel wheel housings at drive and tag axle.

k. Tires

1. Size 315/80 R22.5. Make: Goodyear. Type: Marathon LHS + HL Radial Tubeless (load/speed index L) 8 tires plus spare.
2. SmarTire tire temperature and pressure monitoring system with J1939 module

l. Fuel Tank

1. 216 US gallons usable, mounted behind the front axle.
2. DEF tank: 19 US gallons usable with filling on the RHS, filler flap spring loaded without lock.

4. Electrical Information

a. Batteries

1. 2 - 12V. Type: 781-M16PD Polar Truck 658912 Batteries mounted on an outward sliding tray in a compartment at the RHS in front of the drive axle.
2. Battery equalizer 24V – 12V (Series 70/60 Amp). Make: Vanner. Telltail light on dashboard.
3. Coach Multiplex System to be provided by KIBES - VDO 32 Multiplex.

b. Components

1. Alternators. Make: Prestolite. Two times 155 Amps each.
2. Prestolite starter motor.

c. Electrical Box

1. Main electrical box in luggage compartment, mounted LHS upwards on passenger floor.
2. One 3-inch PVC tube between front overhang and luggage compartment, one metal tube between luggage compartment and engine compartment
3. Peripheral engine electronics in rear part RHS of luggage compartment and ABS-ATC black boxes integrated in front LHS corner of luggage compartment.
4. Fuses on main current supplies. 24V connection for jumpstarting located in engine compartment.

5. Bus Interior

a. Dashboard

1. Forward facing cockpit design with central multifunction LCD Display.
2. Symbol plates on Hella switches.
3. 18” diameter steering wheel. Instrumentation with LED lighting.
4. Lavatory lighting continuous with master switch (+15)
5. Iteris lane departure warning system.

b. Entrance Stairwell

1. Polyester step well with rounded front.
2. Step edge profiles to have optic fiber with Power LED at the top and bottom.
3. All stairs up to driver’s floor covered with identical Gerflor Gaya Wood.
4. First section of entry aisle ramped in lieu of step.

c. Hospitality Tables

1. Tables shall be installed left and right of the aisle in place of the 1st seated

- position behind the driver and entrance steps.
 - 2. Color – gray.
 - 3. Coffee cup holders present in the design.
 - 4. The seating configuration is two rearward looking and two opposing forward looking seats.
- d. Passenger Floor
- 1. Sub Floor – flat throughout except for the ramped entry aisle.
 - 2. The floor is made out of stainless steel floor members, integrated into the body frame structure and covered with plywood (1/2 inch). WISA bus flooring.
- e. Floor Covering – professionally installed Gerflor – Gaya Wood Walnut 4521 Yellowstone NT/MK
- f. Interior Lights
- 1. Interior lighting by means of LED spots diIxded over the length of the ceiling.
 - 2. Automatic entrance lighting inside (above driver and entrance steps).
 - 3. Extra step light inside above entrance door functioning as outside entrance light.
 - 4. “Watch your step” light at front activated when parking brake is engaged, color grey.
 - 5. Luggage compartment (LED) lights operated with switch on the dashboard.
 - 6. Map light on B-post in driver’s area.
- g. Restroom
- 1. Monogram integrated restroom flush type "heavy duty" toilet at rear RHS corner with emergency push button, extractor fan, night light, heating, A/C and floor drain with tap.
 - 2. Single flush, rinse and fill system.
 - 3. Stainless steel construction and located on the curb side of the vehicle.
 - 4. Supplementary restroom dump tank, not heated, capacity 15 US gal.
 - 5. Flat restroom back wall.
 - 6. Toilet shall be constructed of 14 GA SST and secured to the floor.
 - 7. Gravity type of conical design and integral holding tank. Outlet valve located in the rear engine compartment with ease of access for draining.
- h. Interior Trim
- 1. The ceiling is covered with 6 sectional panels
 - 2. Oval “foamed” handrails at the entrance LHS and RHS
 - 3. Passenger seats covered with CSM-zelika-Schwartz small 67b6996619 fabric and black leather inserts
 - 4. Headrest and piping.
 - 5. Trimmed luggage racks
 - 6. Contrasting standee line in front of center aisle, flush mounted with flooring material
 - 7. Glare shield and roller blind next to driver
 - 8. Electrically operated sun visors at front windshield, LHS and RHS
 - 9. Standard curtains: above driver and above entrance.

i. Insulation

1. The roof and sidewalls are insulated with polyurethane foam panels.
2. Entrance step well insulated with heat insulation, “Faist (7 mm)”.
3. Additional driver’s floor insulation with “Barry-X”. Special sound insulation above the engine.

j. Seating

1. Driver
 - a. The driver’s seat shall be of non-heated high back bucket design and covered to match cabin seating
 - b. The seat shall recline and include moveable armrests on both sides
 - c. The seat base shall be air operated and include at least 5” of vertical travel.
 - d. Lumbar adjustment to be included
2. Passenger - Reclining seats with arm rest, foot rest, with three point seatbelts

k. Audio/Visual

1. Radio

- a. Visaton high quality loudspeakers (including driver’s loudspeaker) and installation of Bosch antenna (roof mounted) for radio reception (one loudspeaker every other light cluster i.e. 8LHS & 8RHS).
- b. AM/FM CD PA stereo radio with a minimum of (8) interior speakers.

2. Intercom System

- a. Installed to enable tour commentary announcement broadcast to be easily heard throughout the extent of the coach cabin.
- b. Dedicated microphone so that an announcer is able to sit and stand while addressing the cabin in comfort.

3. Cameras/Monitors/Antennae

- a. Exterior lane change
- b. Back-up
- c. Pre-wired for GPS
- d. Pre-wiring for audio / video, REI compatible
- e. Pre-wiring for side cameras
- f. Six (6) 23 inch video monitors

6. Bus Exterior

A. Body Structure – body construction

1. An electrically welded single piece structure of the “Monocoque” type.
2. High quality section steel tubes, assembled and welded in semi-automatic jigs using hydraulic clamping for optimal dimensional accuracy and consistency.
3. Understructure is in stainless steel from floor line down. Reinforced driver’s platform.
4. Window frames out of stainless steel.
5. All bidders will be required to submit a floor plan indicating location and dimensions for the complete unit. The completed bus body shall meet all

requirements of FMVSS 220 and 221.

B. Paneling

1. One piece galvanized steel panels mounted to the side structure. Side paneling at the front sloped downwards parallel to the window line.
2. Flat white roof panel in “aircraft quality” aluminum, with rear mounted air extractor. Luggage doors are made out of aluminum.
3. Front and rear panels are of glass-fiber reinforced polyester.

C. Luggage Compartments

1. Bus shall be equipped with thru luggage compartment consisting of lockable doors with gas springs.
2. All exterior compartments/doors shall be lockable and keyed alike.
3. Spacious under floor luggage capacity: 410 cu ft. (with wheelchair lift)
4. The luggage compartment is constructed out of stainless steel sections.
5. Baggage floor in composed of synthetic panels.
6. Baggage bay doors with “Prima P 332” lock. Baggage door seal mounted to door.
7. Pneumatic central locking on all baggage bay doors.
8. Supports for central baggage bay tunnel covers.

D. Entry Doors

1. One air operated out-swinging thin profile design entrance door of 1 panel in front of front axle on RHS of coach with exterior electrical operation knob including outside key lock Primalock P230 and additional grab handle (red color) on the entrance door mechanism.
2. Bode air operated entrance door with passenger safety system.
3. The entrance door to be equipped with a large double glazed upper window, and a Lexan curb window (Grey) in lower portion of entrance door, both windows glued.
4. An emergency release valve for entrance door to be provided at inside as well as outside (on the inside of the fuel filler door).
5. Inside push button with solenoid air valve, mounted at LHS of lower entrance step.

E. Rear Side Door/Lift Door - Manually controlled slide opening. A step-ladder must be present but does not need to be permanently mounted. Aluminum construction.

7. Windows, Mirrors, & Emergency Escapes

- A. Windshield in tinted safety glass, in 2 pieces, left and right interchangeable.
- B. Seamless side windows equipped with double Venus Grey tempered glass with a 17% light transmission tint level.
- C. All windows interchangeable except for the 1ste position L & R (curved down). Four emergency push out side windows at each side; operating instructions are clearly visible at each emergency window.
- D. Push out windows meet FMVSS regulations.
- E. Emergency escape roof hatch with flush mounted inner panel at the rear of the

Vehicle – grey – Make: Transpec

- F. Secondary emergency escape roof hatch with flush mounted inner panel in the front of the vehicle – grey Make: Transpec
- G. Driver’s window: front part, fixed double tempered clear glass; rear part, sliding double tempered clear glass (tollgate window); top part, fixed double tempered clear glass.
- H. Upper part of the entrance door in double-glazing, glued.
- I. Glazing above driver’s window and above entrance door: double Venus Grey tempered glass with a 17% light transmission level.
- J. Remote-Control and Heated Black Mirrors
- K. Windshield washers. 2 speed windshield wipers with interval switch. Road side 5 gal capacity.

8. Finish

- A. Roof color is white. White is not to be visible from the ground. Ford Tuxedo Black Metallic Paint Code. UH side paint extends over the cornice/edges so that only black is visible from the ground.
- B. Front and rear bumpers are energy absorbing bumpers.
- C. Heavy-duty parallel luggage doors with two gas springs and key lock P332 in center.
- D. Rub rail, including reflective tape, bolted to the bottom edge of each side painted in bus base color.
- E. Parallel out-swinging decorative engine compartment door of reinforced glass-fiber with handle on the inside of the door.
- F. Black rubber profile above side windows. Black molding below side windows.
- G. Painted molding at passenger floor line.
- H. **Exterior Finish -All sides excepting rooftop** - Paint color: Ford Tuxedo Black Metallica. Paint Code: UH; Roof Top: White.
- I. **Exterior Finish -All sides excepting rooftop** - No emblems of any kind on exterior of bus other than brand name, model, etc. by the manufacturer.

9. Exterior Lighting

- A. LED Headlights, LED taillights, and LED identification lights in accordance with US road regulations.
- B. Hinged headlight cluster.
- C. Rear 4-light cluster (all LED): one amber, two red and one back-up – cluster color: Colormap Metallic p.305 D5
- D. Daytime running lights: Hella LEDay Flex light Array (6 lights).
- E. All lights 24V except headlights (12V).
- F. Head and marker lights are operated through one switch (position 1 = all upper and lower marker lights, position 2 = all marker and headlights (low beam)).
- G. Oval cornering lights (non LED) flush mounted into LHS and RHS front wheel arches.
- H. Oval side reverse lights (non LED) mounted on LHS and RHS rear wheel arches.
- I. Side turn signals installed on each side, build-on type. Rear light mounted in the middle of the rear wheel arch.
- J. Two stop lights above rear engine door, LED type, mounted above the engine compartment door in corners of recessed area.
- K. Dialight LED amber side marker/turn signal lights. Three along each side.
- L. Hella Static aiming lights integrated in front bumper.
- M. Installation of perimeter lighting RHS (curbside)

10. Wheelchair Lift

Provisions (both mechanical and electrical) include modifications necessary to the lower angle mount as well as harnesses being routed from the lift compartment to the threshold warning module, mounting location over the upper door, for wheelchair lift make "Braun" (meeting ADA regulations):

- A. Installed behind tag axle (RHS)
- B. Upper lift door access through a sliding lift door
- C. Rear Position Wheelchair Lift Ready with two standard wheelchair tie downs (including tie-down straps make "Q-Straint"): 1 LHS + 1 RHS; Tie-Down Positions
- D. Rear Position Wheelchair Lift Ready
- E. Braun NL-501

11. Towing Devices

There shall be attachment points. The towing devices shall be adequate in design and construction to permit towing the vehicle without distortion or failure.

12. HVAC SYSTEMS

A. Capacities, Motors, Controls

The system installed is designed to comply with all weather conditions that occur in the US and consists of:

- 1. Air handling units in the LHS and RHS.
- 2. Driver's HVAC unit.
- 3. Radiant floor heaters on both sides of passenger cabin.
- 4. Six cylinder Bitzer 6TFC HVAC compressor.
- 5. 166,852 BTU/h cooling capacity.
- 6. 245,674 BTU/h heating capacity.
- 7. Heater control valves to be Burkert Matrix design.
- 8. HVAC evaporator assemblies to be located in the overhead parcel racks.
- 9. HVAC evaporator motors to be permanent magnet, dual shaft design.
- 10. HVAC condenser to be street side mounted with 6 interchangeable motors.
- 11. Driver's HVAC controls:
 - a. Rocker switch for selection outside or recirculated air.
 - b. Double action push buttons for control of supply air top temperature with indication on driver's display.
 - c. Double action push button for control of the airflow with indication on driver's display

B. Interior HVAC Controls

- 1. Integrated full automatic multiplex system. Automatic mode selection between heating, ventilation, cooling low, cooling high and reheat. Reheat cutout setting at 25°F.
- 2. Automatic step-less fan speed control. Service menu in drivers display to check HVAC components.
- 3. Additional passenger compartment to be heated by full length base board heaters.
- 4. Double working push button to engage/disengage HVAC. Interior controls automatically engage 10 seconds after engine start.
- 5. Double working push button to set interior temperature. Indication of set temperature and interior temperature on drivers display during change.

- 6. Double working push button to override automatic blower speed.
- 7. Push button to activate/deactivate recirculated air (logo on LCD display when recirculated air to active).
- 8. Display of outside temperature on drivers display.
- 9. Indication of AC failure on drivers display

C. Auxiliary Heater

Double working push button to activate or deactivate the auxiliary heater over timer in E-box. Indication on drivers' display.

13. Air Handling System

- A. Driver's air handling unit installed under the driver's floor, with integrated evaporator, brushless fan, aluminum radiator and air filter. The unit supplies air to windshield, upper part of body and feet area.
- B. Main air handling units in the parcel racks at LHS and RHS. Air supply to the gangway and the side windows over the full length of the coach and through individual overhead nozzles in the parcel racks.
- C. Extractor fan at the coach rear-end RHS in the restroom.

14. Air Supply System Components

- A. Expello air tank drain valves
- B. Five Air Tanks
- C. Air dryer HALDEX 91309 without turbo protection valve.
- D. Compressor: "Knorr LK 4968-K026846N01" on Cummins (naturally aspirated).
- E. All brake lines and -connections of Raufoss quick connect type and according to SAE specification.

15. Water Circuit

- A. Auxiliary heater, make: Eberspächer Hydronic L30 with 24V water pump (30Kw).
- B. Water valves, Make Burkert, type Matrix.
- C. Piping with brass pipes and silicone hoses.

16. Refrigerant Circuit

- A. One circuit for vehicle interior and for driver. Make: Eberspächer. Type: AC188II-AK187. Refrigerant: R134a.
- B. Compressor. Make: Blitzer 6TFC (43.5 cu. In.). Driven from main engine over V-belts and heavy-duty electro-magnetic clutch. High and low pressure safety switches and unloader pressure switches are mounted onto the compressor.
- C. Condenser unit. Make: Eberspächer. Type: AK187. Installed in the under floor compartment at rearmost LHS.
- D. Evaporators integrated in parcel racks and driver's unit.

17. Safety Equipment

The following safety equipment shall be mounted in a location within the vehicle (location to be approved by MDOT and MVA).

- A. First Aid Kits (2)
- B. Fire extinguishers (2), 5# ABC type
- C. Warning triangles, reflective type - (3) units
- D. License Brackets: Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.

18. Suspension
 - A. Axle overload notification system
 - B. Tag axle air release
 - C. Rear suspension raise – driver controlled.

19. Warranties
 - A. Cummins ISX Engine; Extended warranty (5yr/500,000 miles)
 - B. Allison B500 Transmission; Extended warranty (5yr/unlimited miles)

D. Maintenance Manuals

The contractor must provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

E. Delivery

Delivery by successful bidder is to UMBC Transit at Warehouse B, 1000 Hilltop Circle Road, Baltimore, MD 21250. Payment upon delivery will be made by wire transfer within five business days. Awardee must make every effort to deliver coach buses for inspection by January 1, 2018.

F. Inspection

UMBC Transit will verify the road-readiness of the vehicles and verify Maryland Inspection Certificates before assuming possession and making payment. Any and all issues arising from the inspection and within 30 days will be fully addressed by the successful bidder within 60 days of the delivery date.

G. Maintenance Provisions

The vendor shall be responsible for all warranties associated with the vehicle. The vendor shall act as the first source for performing warranty work. This must cover both mechanical and body work. The manufacturer's warranty covering parts, materials and workmanship shall apply for a minimum period of twelve (12) months or 12,000 miles, whichever occurs first, and this warranty shall include repair and replacement of defective parts and labor. The successful vendor shall be required to offer a toll free number to all recipients for warranty inquiries, parts orders and service related questions. The vendor shall have personnel available to answer warranty, parts and service inquiries Monday through Friday, 8:00 AM to 5:00 PM, except during Holidays recognized by the UMBC campus. All bidders must offer proof of both chassis and body warranty service points within the mid-Atlantic Region. Successful vendor shall be required to maintain 24-hour technical support.

The vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to current MDOT specifications and shall include a valid State Inspection Sticker. Chassis to be a standard proven model of manufacturer's latest current production and include all standard equipment as advertised with additional optional equipment as outlined above. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer including any additional warranties.

H. Specifications; Equivalents.

All materials, equipment, supplies or services shall conform to applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trades names, brand names, information and/or catalog numbers listed in a specification are for information and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item(s). If offers are based on equivalent products, the vendor shall indicate on the offer form the manufacturer's name and product number and shall submit with the offer cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous offer shall not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. UMBC reserves the right to determine acceptance of any items proposed as equivalent. Offers which do not comply with these requirements are subject to rejection. Offers lacking any written indication of intent to offer an alternate brand shall be received and considered in complete compliance with the specifications as listed on the solicitation form.

I. Vendor's Response

The following items must be included in vendor's response:

1. Solicitation Cover Sheet (Page 1).
2. Exhibit A – Price Sheet
 - Lease Agreement / Amortization Schedule (if applicable)
 - Warranty for all major Components
3. Exhibit B – Specification / Alternates
4. Exhibit D - Bid Affidavit

Vendor must initial signifying that all of the following items as described in the specification are included in your response. If an alternate is being used, vendor must note identifying **by initialing the item with an A (Alternate) in the box next to initials and supplying supporting documentation** for the alternate product in your response.

Initials	Alternate	
		Aluminum Baggage Bay Doors
		ADA Lift Installed
		Lane Departure Warning System
		Rear Window
		Six (6) 23 inch video monitors
		440 cu ft no-lift underfloor baggage space
		17,640 lbs front axle rating
		Dana Spicer, drive axle with 27,575lbs rating
		17,640 lbs tag axle rating
		Engine radiator mounted in the left rear corner of the coach, perpendicular to engine.
		Engine cooling fan to driven by belts through a two speed fan clutch
		Engine cooling fan shall have no prop shaft or angle gear box.
		Monogram Clear Rinse flush toilet
		Bode air operated entrance door with passenger safety system
		Six cylinder Bitzer 6TFC HVAC compressor
		166,852 BTU/h cooling capacity at a minimum
		245,674 BTU/h heating capacity at a minimum
		Heater control valves to be Burkert Matrix design
		HVAC evaporator assemblies to be located in the overhead parcel racks
		HVAC evaporator motors to be permanent magnet, dual shaft design
		HVAC condenser to be street side mounted with 6 interchangeable motors
		Passenger compartment to be heated by full length base board heaters
		Passenger compartment 24 volt roof mounted air extraction fan.
		Air operated adjustable steering column
		Coach Multiplex system to be provided by KIBES
	No alternate	Cummins ISX 425BHP SAE at 1800 rpm - No Alternates
	No alternate	Allison Generation 5 WT B500, 6 gears, - No Alternates
		Bendix Brake System with Knorr SN 7 221/2" disc brake with electrical wear indicator
		Brake lines and connections - Raufoss quick connect type
		Front Axle independent wheel suspension - SKF maintenance free hubs - 355 mm bolt circle hub
		Steering - ZF8098 power steering - minimum turning radius at body corner - 44 ft
		Dura -Bright aluminum wheels 9.00 x 22.5 with 335 mm bolt circle for tubeless tires
		Single mounted wheels on front and tag axle, dual mounted at drive axle
		Tires - 315/80 R22.5 Goodyear type Marathon LHS + HL Radial tubeless 8 tires + spare

UMBC BUY/LEASE BUSES
BID # BC-21060VP
Exhibit B

Initials Alternate

		Spare tire provided mounted behind front bumper
		SmarTire tire temperature and pressure monitoring system with J1939 module
		Fuel Tank - 216 US gallons - RHS filling
		DEF tank - 19 US gallons , RHS filling
		Electrical multiplex monitoring by KIBES - VDO 32 Multiplex
		Air supply - compressor - Knorr LK 4968-K026846N01 on Cummins
		WISA plywood specified for floor construction
		Floor clad with Gerflor - Gaya Wood Walnut 4521 Yellowstone NT/MK

Exhibit A

**UMBC BUY/LEASE BUSES
 BID # BC-21060VP
 BID PRICE FORM**

Manufacturer	Model	VIN #	Year	Mileage	Purchase Price	Monthly Lease Cost	Total Leased Price

The following documentation is required for each Bus at delivery

- Warranty for all major components –12-Months or 12,000 Miles
- Title Information
- Maryland Safety Inspection Certificate upon delivery of Bus.

Vendor: _____

Signature: _____

Date: _____

UMBC Transit Leasing Document UMBC Leasing Document – UMBC Transit

Contract # BC-21060-VP

AGREEMENT OF LEASE, made and entered into this day (month, day, year), in the County of Baltimore, by and between _____, hereinafter called LESSOR, and University of Maryland, Baltimore County (UMBC), a constituent institution of the University System of Maryland and an agency of the State of Maryland, hereinafter called LESSEE, whose legal address as of this date is 1000 Hilltop Circle, Baltimore, MD 21250.

In consideration of the mutual covenants as hereinafter set forth and other good and valuable considerations, the receipt of which is hereby acknowledged, LESSOR AND LESSEE do hereby agree as follows:

1. LEASE OF VEHICLE (S): The LESSOR hereby leases to the LESSEE, the following vehicle(s) more fully described as; **Model Year 2017 or 2018**

<u>VIN: number(s)</u>	<u>Mileage</u>	<u>Model Yr</u>
<u>VIN: number</u>	<u>Mileage</u>	<u>Model Yr</u>
<u>VIN: number</u>	<u>Mileage</u>	<u>Model Yr</u>

(With expected delivered mileage of (nearest 100's) to be delivered to the LESSEE under the terms as hereinafter provided. The vehicle(s) leased hereunder shall be titled and/or registered in the name of LESSOR or its designee, Care of LESSEE (**titled "Lessor's Name in the care of UMBC"**)).

2. LEASE TERM: The lease term for the vehicle(s) shall be 96 months commencing on the 1st day of _____, 2018 and, unless sooner terminated by the LESSOR for a violation of any term or covenant as herein provided, shall continue until the last day of (month) of 2026.

3. USE OF VEHICLE (S): The LESSEE shall use the vehicle(s) leased hereunder only for lawful purposes and only within the United States. The LESSEE shall comply (a) with all applicable requirements of the law relating to the leasing, insurance, use, and operation of the vehicle(s), including operator's license requirements, and (b) with all conditions of the policies of insurance on said vehicle(s). The LESSEE shall not use, nor permit the said vehicle(s) to be used for hire of goods or passengers, without proof of appropriate licensing certificates and insurance certificates showing coverages for each vehicle and naming the LESSOR as "Certificate Holder." See Sect. 11 for specific details.

LESSEE HEREBY WARRANTS THAT THE VEHICLE(S) ARE BEING LEASED PRIMARILY FOR COMMERCIAL PURPOSES AND THAT THE VEHICLE(S) WILL NOT BE USED PRIMARILY FOR PERSONAL, HOUSEHOLD, OR FAMILY PURPOSES.

4. SUBLEASE OR ASSIGNMENT BY LESSEE PROHIBITED: The LESSEE shall not sublease the vehicle(s) leased hereunder; nor shall the LESSEE assign this lease or the LESSEE'S rights or interests in the vehicle(s), without LESSOR'S written consent.

5. A. MILEAGE: The LESSEE shall pay LESSOR a sum of money as lease payment for said vehicle(s) pursuant to the specific written terms as may be hereinafter provided, in the amount of \$ _____ per month, **PLUS \$ 0.50 per mile above an annual tally of 25,000** miles which will be computed annually on date of delivery of vehicle(s). The LESSEE'S obligation to make rental payments shall continue during any period the vehicle(s) is inoperable due to mechanical failure, insurance loss, seizure or other reason.

5. B. HOLDOVER RENT: After the end of the lease term, or the termination of the Lease if sooner terminated by the LESSOR as provided in Section 13 below, if the LESSEE fails to return the vehicle to the LESSOR, then, in addition to whatever other remedies the LESSOR may have, LESSEE shall be obligated to pay an amount equal to 150% of the monthly rent in effect at the time of the Lease termination to LESSOR for each month or fraction thereof the vehicle is not returned to LESSOR, plus any additional mileage charges provided hereunder.

5. C. DEPOSIT: UMBC will make a deposit of ____% of the total cost upon the issuance of the purchase order. The balance is reflected in Addendum #3: Payment and Payoff Schedule.

5. D. CONTRACT ORIGINATION FEE: There is no origination fee.

5. E. EXPENSES, FEES, AND TAXES: The LESSEE shall pay all costs, expenses, tolls, fees, taxes and charges, including any fines and penalties, incurred in connection with the use and operation of the said vehicle(s) during the lease term. The LESSEE shall reimburse the LESSOR upon demand, as additional rent, the amount or amounts of any costs, expenses, tolls, fees, charges, fines and penalties paid by LESSOR.

6. MAINTENANCE AND REPAIRS: (A) This lease **does not include a maintenance and repair option**. If included, a separate document will outline the covered terms. (B) The LESSEE shall maintain the vehicle(s) in good operating condition and appearance at all time during the lease period. The LESSEE shall pay all costs connected with fuel, usage, and cleaning. The LESSEE shall pay all damage or injury to the said vehicle(s) caused by neglect, negligent driving, parking and operation of said vehicle(s) during the term of this lease. Normal maintenance and repair work will be completed by the LESSEE at the LESSEE'S expense. At the end of any termination of the lease term the LESSEE shall surrender the vehicle(s) in good condition as received, ordinary wear excepted. The LESSEE shall also; 1) notify LESSOR within thirty (30) days as to any damage caused to any of the leased vehicle(s); 2) periodically wash the leased vehicle(s), and keep same clean both inside and outside; 3) supply the necessary fuel, oil, and lubricants for their operation; 4) check each leased vehicle(s) for antifreeze and oils and add if necessary; the LESSEE will be solely responsible for damage caused by lack of oil, lubricants, or antifreeze; 5) check the tires of each vehicle(s) for proper inflation; the LESSEE will be solely responsible for tire damage, such as improper inflation, curb rubbing and road hazard damage.

7. DISCLAIMER OF WARRANTIES AND EXCLUSION OF CONSEQUENTIAL DAMAGES:

7. (A) LESSOR makes no express warranty on the vehicle(s): LESSEE AND LESSOR agree that the vehicle(s) described in this lease is/are leased/sold subject only to the manufacturer's and/or dealer's warranties, if any, and that LESSOR has not made any express warranty on said vehicle(s). LESSEE will be provided with a copy of any applicable manufacturer's warranty received by LESSOR but LESSEE acknowledges that LESSOR neither adopts nor is a party to this warranty. If a manufacturer's warranty is supplied to LESSEE,

LESSEE shall follow manufacturer's instructions or policies with respect to remedies for any breach or warranty.

7. (B) LESSOR stipulates warranties in Addendum 1.

7. (C) LESSOR will not be liable for incidental or consequential damages: Under no circumstances shall LESSOR be liable for any special, incidental, or consequential damages arising from the use or inability to use the leased vehicle(s) whether based upon breach of warranty, breach of contract, strict liability, negligence, or any other legal theory. Such damages include, but are not limited to loss of profits, loss of use of the vehicle(s), or the cost of procuring a substitute vehicle(s) if the vehicle(s) fails to operate or if the vehicle(s) is not delivered by the date set forth in the contract. This limitation does not apply to claims for personal injury.

8. INSPECTION: The LESSEE acknowledges that he has inspected, or will inspect within five (5) days of taking possession, the vehicle(s) leased hereunder and that said vehicle(s) is in good and safe operating condition. The LESSEE will permit the LESSOR and its agents to inspect and examine the leased vehicle(s) and will permit the LESSOR to replace any leased vehicle(s) with one of like make or body.

9. INSURANCE: Insurance certificates will be supplied before vehicle(s) is placed "in service" naming certificate holders as follows:

Lessor's address : _____

120 INDEMNITY: See Section 21 of attached Addendum #2 – UMBC Terms and Conditions.

11. A. EVENTS OF DEFAULT: Each of the following shall be a Default under this lease: (1) LESSEE'S failure to pay any portion of a rental payment within thirty (30) days of its due date; (2) LESSEE'S failure to perform any other covenant, promise, or obligation in this lease if such failure continues for thirty (30) days after written notice sent by LESSOR; (3) if LESSEE shall or attempts to sell, encumber, or sublet the leased vehicle(s); (4) if LESSEE fails to maintain the insurance coverage required by paragraph 11 of this lease; (5) if LESSEE or any guarantor shall become insolvent or if bankruptcy proceedings are initiated by or against LESSEE or any guarantor; or (6) LESSEE'S failure to provide notification of damage, per Section 8,(B) (1).

12. REMEDIES: Upon the occurrence of a Default as defined in above paragraph and at any time thereafter, LESSOR may in its sole discretion, to the extent permitted by applicable law, do any one or more of the following: (1) upon notice to LESSEE, TERMINATE THIS LEASE; (2) declare the total amount of unpaid rent immediately due and payable with such amounts discounted at the rate of 5% per annum; (3) demand the return of the vehicle(s); (4) intentionally deleted; (5) sell the vehicle(s) at public or private sale; (6) repossess and lease the vehicle(s) to others; (7) repossess and keep the vehicle(s) idle; or (8) exercise any other right or remedy available to LESSOR under applicable law or this lease or proceed by court action to enforce the terms of this lease or to recover damages or expenses resulting from the breach of this lease.

13. DEFAULT: In the event that LESSOR repossesses the vehicle(s) after Default by LESSEE and declares the total amount of unpaid rent immediately due and payable, LESSOR will make reasonable efforts to either sell the vehicle(s) or to release the vehicle(s) for the balance of LESSEE'S lease term. If LESSOR during the balance of LESSEE'S lease term sells or leases the vehicle(s) LESSOR will give LESSEE credit for sums received after deduction of the expenses of such sale or rental.

14. ASSIGNMENT BY LESSOR: LESSOR may NOT at any time assign LESSOR'S interest in this lease or the leased vehicle(s) or sell or grant a security interest in the vehicle(s).

15. LOCATION: The LESSEE agrees that the vehicle(s), when not in use, will normally be kept by LESSEE at 1000 Hilltop Circle, Baltimore, MD 21250 and/or its maintenance /parking facility at UMBC's Freshman Parking Lot. The LESSEE agrees to advise the LESSOR, whenever requested, of the exact location and condition of the vehicle(s), and shall advise LESSOR of any change in residence, mailing address, or location where vehicle(s) may be kept while not in use.

16. PAYMENTS: Payment will be due to be received in LESSOR'S office by the agreed date of each month. The first regular three month lease payment will be due **(month, day, year)**. Further, LESSEE agrees that all payments received shall first pay the oldest outstanding invoice. (Monthly payment is \$_____ plus \$0.00 tax). Both parties, LESSEE and LESSOR, agree that payment made on a quarterly basis is permissible for the prior three month period. Submission for payment will be initiated by the LESSEE within the last month of the three month period for timely receipt by the LESSOR. To initiate this payment schedule the LESSEE will make the first payment upon delivery of vehicles for the first, second, and third month thus not effecting the LESSOR's computation of interest in their Addendum #3 (response) Payment and Payoff Schedule. LESSEE agrees that the sums payable to LESSOR under any section of this lease shall not be subject to any defense, set-off except by actions of the State of Maryland, counter-claim, or recoupment whatsoever by reason of any damage to or loss or destruction of the vehicle(s), or by reason of any interruption for whatever cause in the use, operation, or possession of the vehicle(s).

17. TIME: (A) Time is of the essence in the lease (B) Any action brought by LESSEE against LESSOR for breach of any obligation under this lease must be brought within ninety (90) days of LESSEE's knowledge of the breach, (C) All issues regarding manufacturer's warranty shall be addressed directly between LESSEE and manufacturer or assignee.

18. CONSENT TO JURISDICTION, VENUE, AND NON-JURY TRIAL:

LESSEE and any guarantor consent, agree, and stipulate:

(A) that in any action, proceeding, or appeal on any matter related to or arising out of this lease, the LESSEE and any **guarantor SHALL BE SUBJECT TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE OF MARYLAND**; and

(B) that LESSEE and guarantor **CONSENT TO VENUE IN BALTIMORE COUNTY, MARYLAND**, in any action, or proceeding brought by LESSOR related to or arising out of this lease; and

(C) that LESSEE and guarantor **EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY** so that trial shall be by and only to the court.

19. **RIGHTS OF LESSOR:** All rights and powers granted to LESSOR under this lease or by operation of law are cumulative and not alternative.

20. **INTEGRATION CLAUSE:** The parties agree that this lease, Addendum 1 (UMBC purchase order #UMBC1- _____, dated (month, day, year) and Addendum 2 (University of Maryland, Baltimore County Contract Terms & Conditions), and Addendum 3 (Payment & Buyout Schedule), constitutes the complete and exclusive statement of the agreement between the parties as to the specific subject matter hereof.

21. **This contract is the final and entire agreement:** Unless modified in a writing signed by both parties, this agreement is understood to be the complete, final, and exclusive statement of the parties' agreement. Salesmen or other representatives of LESSOR may have made representations, promises, or other statements concerning the vehicle(s) prior to the signing of this contract. LESSEE acknowledges that the salesman or representative has no authority to make any warranty, promise, or representation on behalf of LESSOR, that any such statements are superseded by and are not a part of this contract, that such statements are not binding on LESSOR, and that LESSEE has not entered into this contract in reliance on any such statement

IN WITNESS WHEREOF LESSOR AND LESSEE agree to the terms of this lease, Addendum 1, **(month, day, year)**.

Corporate Name (LESSOR)

Corporate Address (LESSOR)

BY: _____
Agent for LESSOR

UNIVERSITY OF MARYLAND, BALTIMORE COUNTY (LESSEE)

BY: _____
Terry Cook, Senior Associate Vice President for Administrative Services

CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the ____ day of May, 2017, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland (“University”), 1000 Hilltop Circle, Baltimore, Maryland 21250, and _____ for the purchase/lease of Buses, the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The contract shall be for an initial period of one (1) year beginning approximately June 1, 2017 and ending May 31, 2018. The University shall have the option to renew the contract for five (5) additional one-year terms, said option(s) to be exercised at the sole discretion of the University.

For a multi-year contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will *not* be permitted), it will be the responsibility of the contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase request *not* received by that time will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any, shall not exceed the Producer Price Index for Transportation equipment manufacturing as published by the U.S. Department of Labor Statistics for the month of December. For example, if the contract term ends **May 31, 2018**, the price index for the period ending December, 2017 will be used. Statistics will be referenced as a *cap* for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

2. **SCOPE OF CONTRACT:** The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in Bid No. BC-21060VP dated April 27, 2017 and vendors response dated May 19, 2017 and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned Bid (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

3. **COMPENSATION AND METHOD OF PAYMENT:**

A. As compensation for the buses described in Paragraph 2, above, the University will pay the Contractor as follows:

Purchase Price:

Model:	\$
Model:	\$
Model:	\$

Lease Price:

Model:	\$	/Monthly	\$	/ Total Cost
Model:	\$	/Monthly	\$	/ Total Cost
Model:	\$	/Monthly	\$	/ Total Cost

B. The Contractor's Federal Tax Identification Number or, where applicable, Federal ID Number is _____.

C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. **DELIVERY:** Delivery shall be made in accordance with bid specifications. The University 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 specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the

right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.

5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
6. **RESPONSIBILITY OF CONTRACTOR:**
 - A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
 - B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.
7. **DISSEMINATION OF INFORMATION:**
 - A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
 - B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.
8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at any time during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.
9. **PATENTS, COPYRIGHTS AND TRADE SECRETS:** N/A
10. **DISPUTES:** This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.
11. **NON-DISCRIMINATION IN EMPLOYMENT:** During the performance of this contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the University of Maryland Baltimore County (UMBC); and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.

12. **CIVIL RIGHTS ACT 1964:** Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.
13. **AFFIRMATIVE ACTION:** The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland's Executive Order 01.01.1993.16.
14. **CONFLICT OF INTEREST LAW:** It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.
15. **CONTINGENT FEE PROHIBITION:** The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, 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.
16. **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.
17. **SOFTWARE CONTRACTS:** N/A
18. **EPA COMPLIANCE:** Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.
19. **TERMINATION OF MULTI-YEAR CONTRACTS DUE TO LACK OF APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland 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 non-recurring 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.
20. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University=s

option, become the University=s property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor=s breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
22. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under 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 State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
23. **VARIATIONS IN ESTIMATED QUANTITIES:** N/A
24. **LIQUIDATED DAMAGES:** N/A
25. **SUSPENSION OF WORK:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.
26. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
27. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
28. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 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 purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

29. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.
30. **AUDIT:** The University reserves the right to request an independent review of the Contractor's financial operations and overall contract compliance ("Review"). The Review would be at the Contractor's expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.
31. **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 approval, if any, necessary to the performance of its obligations under this Contract.
32. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of 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 a smaller amount set by the procurement officer; or
 - B. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
 - C. 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.
33. **TRUTH-IN NEGOTIATION CERTIFICATION:** N/A
34. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. 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, as from time to time amended, and are prohibited.
35. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
36. **INDEMNIFICATION:** The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
37. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES:** Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of

the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

38. **USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE:**

- A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:
- (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
 - (2) not otherwise inconsistent with the Contract Documents.
- B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:
- (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
 - (2) the document is executed on behalf of the University by the procurement officer; and
 - (3) execution of the document is approved by the procurement authority whose approval is required by law.

39. **ASSIGNMENT:** This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

40. **WAIVER OF JURY:** UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

41. **MARYLAND LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.

42. **FORCE MAJEURE:** If either party's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party's control, then each party's obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.

43. **SUCCESSORS AND ASSIGNS.** This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.

44. **COMPLIANCE WITH FERPA:** The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended ("FERPA"), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including

court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.

45. **SMOKE-FREE CAMPUS:** In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with USM policy, effective, July 1, 2013, UMBC has become smoke-free campus. The campus has provided two designated areas removed from major pedestrian traffic. All existing smoking urns have been removed, and new urns have been placed at each designated smoking area. Permanent smoking shelters will be installed during the fall semester. The two locations will be the Park Road Smoking Area, adjacent to Lots 1 and 3; and the Fine Arts Service Smoking Area, near the Fine Arts Building service area. To ensure that this policy is adhered to, individuals found in violation will be directed to review the smoking policy online at smokefree.umbc.edu. Those violating the policy after that will be subject to a fine. This new policy reflects a national movement to provide healthy, smoke-free environments on college campuses and brings UMBC in line with more than 800 colleges in the United States that are already smoke free.
46. **RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL:**
- A. The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.
 - B. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.
 - C. The Seller shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
 - D. The Seller shall ensure that the provisions of this clause apply to its subcontractors
47. **CONTRACT CONTROLS:** It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.
48. **CONTRACT AFFIDAVIT:** The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.
49. **ENTIRE AGREEMENT:**
- A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
 - B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.
 - C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

- D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
- E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

(Signatures to be placed on the following page)

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor: _____

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

University of Maryland Baltimore County

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

BID/PROPOSAL AFFIDAVIT

Exhibit D

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. NOT USED

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (applicable if an MBE goal is set)

The undersigned bidder or 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 or proposal and:

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

Without limiting any other provision of the solicitation on this project, it is understood that if the certification

is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES (if applicable to the solicitation)

The undersigned bidder or 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 preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

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

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, 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 Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;
- (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) 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 above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUB-CONTRACT AFFIRMATION

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

H. AFFIRMATION REGARDING COLLUSION

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

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

K. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs and alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace,
 - (ii) The business' policy of maintaining a drug and alcohol-free workplace,
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement, and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination, or
 - (ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation program; and,
 - (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:

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

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic___)(foreign___) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state.)

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent 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 or agent, any fee or any other consideration contingent on the making of the Contract.

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

(1) "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.

(2) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

(4) 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):

(5) 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.

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) 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 §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

P. ACKNOWLEDGMENT

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 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 right or remedy conferred by the

Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____

(Authorized Representative and Affiant)

Company Name: _____ FEIN No: _____

CONTRACT AFFIDAVIT

(This affidavit is a mandatory contract addendum in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractor.)

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 contractor for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic____) (foreign____) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) 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 §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain 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: _____

Revised January 2013

**UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
PURCHASE ORDER TERMS & CONDITIONS**

1. A separate invoice in TRIPLICATE for this purchase for each shipment thereon shall be rendered immediately following shipment. All copies of invoices must be forwarded directly to the University of Maryland, Baltimore County, Accounts Payable Department, Administration Building, 1000 Hilltop Circle, Baltimore, MD 21250.
2. The vendor's/contractor's Federal Identification Number or Social Security Number must be included on each invoice. Questions concerning invoices should be referred to (410) 455-3638.
3. This purchase order number must be shown on all related invoices, delivery memoranda, bills of lading, packages, and/or correspondence. **FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN THE INVOICE BEING RETURNED TO YOU OR SHIPMENTS BEING REJECTED.**
4. **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 of 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. **NOTE: THE UNIVERSITY OF MARYLAND IS EXEMPT FROM THE FOLLOWING TAXES: 1) State of Maryland Tax by Certificate No. 3002563; 2) District of Columbia Sales Tax by Exemption No. 806-08864-06; and 3) Manufacturer's Federal Excise Tax Registration No. 52-730123K.**
5. **Incorporation by Reference.** All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract.
6. **Specifications.** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.
7. **Delivery and Acceptance.** Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The university unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University 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 material shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractor failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.
8. **Responsibility for Technology Export Control.** The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CRF 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or whom it may occur. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control. The Seller shall be responsible for all regulatory record-keeping requirements associated with the use of license exemptions and exceptions. The Seller shall ensure that the provisions of this clause apply to its subcontractors.
9. **Non-Hiring of Employees.** No employee of the State, or any department, commission, agency or branch thereof whose duties such employee include matters relating to or affecting the subject matter of this contract shall, while so employed, become or be an employee of the party or parties hereby contracting with the State or any unit thereof.
10. **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, sexual orientation, 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 in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
11. **Financial Disclosure.** The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
12. **Political Contribution Disclosure.** The Contractor shall comply with the provisions of Election Law §§14-101 through 14-108, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, or a political subdivision of the State, including its agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Administration Board of Election Laws, a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
13. **Anti-Bribery.** The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.
14. **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 Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in the State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

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

PURCHASE ORDER TERMS AND CONDITIONS (CONTINUED)

16. **EPA Compliance.** Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972 where applicable.
17. **Occupational Safety and Health Act (O.S.H.A.).** All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.
18. **Termination for Convenience.** Upon written notice to the Contractor, the University may terminate this contract, in whole or in part, whenever the University shall determine that such termination is in the best interest of the University. The University shall pay all reasonable costs associated with the termination of the contract. However, the contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of rights and obligations of the parties, shall be governed by the provisions of the University System of Maryland Procurement Policies and Procedures.
19. **Termination for Default.** When the contract has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the University. 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 the USM Procurement Policies and Procedures.
20. **Disputes.** This contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of the claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.
21. **Changes.** This contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the contract (including the contract price).
22. **Multi-Year Contracts Contingent Upon Appropriations.** If the General Assembly or other funding source 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 University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University 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 non-recurring costs incurred but not amortized in the price of the Contract. The University 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.
23. **Intellectual Property.** Contractor agrees to indemnify and save harmless the University, 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.
24. **Contractor's Invoices.** Contractor agrees to include on the face of all invoices billed to the University, the Purchase Order number and its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations.
25. **Pre-Existing Regulations.** The regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
26. **Indemnification.** The University shall not assume any obligation to indemnify, hold harmless or pay attorneys' fee that may arise from or in any way be associated with the performance or operation of this contract.
27. **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 or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.
28. **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.
29. **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 University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.
30. **Maryland Law Prevails.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles. Any legal proceeding arising out of or relating to the Agreement shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

MANDATORY BID TERMS AND CONDITIONS

1. **Confidentiality/Proprietary.** Bidders/Offerors should give specific attention to the identification of those portions of their bids/proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. A statement in a header or footer on each page or contained in a preface or opening paragraph indicating that the entire bid or each page is deemed confidential is not adequate. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. By submitting a response to this solicitation, the Bidder consents to release of all bid documents with the exception of those specific provisions that are noted confidential, proprietary or a trade secret as defined and set forth in the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
2. **Bid Bond Notice.** A bid bond is required for all construction contracts reasonably expected to exceed \$100,000. All other solicitations on all University contracts in excess of \$100,000 shall require, if so noted, the submission of bid security in an amount equal to at least 5 percent of the total amount of bid, at the time bid is submitted. If a contractor fails to accompany its bid with the required bid security, the bid shall be determined non-responsive.
3. **Minority Business Enterprise Participation.** Minority Business Enterprises are encouraged to respond to this solicitation. If so noted in the specifications that an MBE subcontract participation goal has been established by this procurement, by submitting a response to this solicitation, the bidder agrees that the established amount of the contract will be performed by minority business enterprises.
4. **Arrearages.** By submitting a response to the 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.
5. **Bid/Proposal Affidavit.** The attached Bid/Proposal Affidavit must be signed and returned with all bids. Bids returned without a signed affidavit shall be deemed non-responsive.
6. **Acknowledgments.** The Bidder must acknowledge in writing the receipt of all amendments, addenda, and changes issued concerning this solicitation.
7. **Reservations of Rights.** This solicitation implies no obligation on the part of the University. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services. The University reserves the right to award by item, groups or items, or total bid and to waive any technical or minor irregularities.
8. **Bid Validation and Rejection.** The unit price shall be considered as the price bid. Separate unit prices shall be submitted for each item: extensions shall be indicated where applicable and total bid price shown when requested. In the event of a discrepancy between unit price and total, unit price shall prevail. Bids may be modified or withdrawn by written notice prior to the time and date set for opening. The University reserves the right to accept or reject any and all bids in part. Unless otherwise provided in this solicitation, bid prices are irrevocable for a period of 90 days following bid opening.
9. **Small Business Set-Aside.** In accordance with COMAR 21.11.01.01B, the University shall give 5% bid preference or a predetermined percentage preference to reflect different industry characteristics for a small business set-aside.
10. **Terms.** Prompt payment discounts offered for payment within less than 30 calendar days will not be considered in evaluation offers for award. However, offered discounts of less than 30 days will be taken if payment is made within the discount period, even though not considered in the evaluation for award.
11. **Discounts.** Discount time will be computed from the date of your delivery to the carrier when F.O.B. is shipping point or from the date of delivery at destination when F.O.B. point is destination, or from date corrected invoice is received in the Accounts Payable Office when such invoice was necessary. Payment is deemed to be made for the purposes of earning the discount, as of the date appearing on the check.
12. **Sales and Use Tax License.** By submitting a response to this solicitation (if it involves the sale of personal property to the University), the Bidder/Offeror certifies that it possesses a valid sale and use tax license.
13. **Routing.** All material must be forwarded by the route taking the lowest transportation rate or in accordance with special shipping instructions; otherwise the difference in freight rate and extra cost of cartage will be changed to your account.
14. **Samples.** The University reserves the right to request and be furnished samples at no expense to the University, prior to or after the award, for the purpose of quality and specification evaluation. Samples shall be returned, upon request, at the Contractor=s expense. The University does not guarantee that samples returned will be in the same condition as submitted.
15. **Submittal of Terms and Conditions.** The Purchase Order issued by the University shall constitute the contract between the parties. Terms and conditions submitted by a bidder after solicitation closing date shall not be accepted. Any proposed terms and conditions, including any for contracts which the bidder proposes to use, shall be submitted by the solicitation closing date as a part of the bid. Any proposal for terms in addition to or different from those set forth in this bid or any attempt by the Contractor to vary any of the items of this bid by contractor=s acceptance shall not operate as a rejection of this bid, 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 bid shall be deemed acceptable by the Contractor without the additional or different terms.
16. **Reciprocity.** A preference under this section shall be identical to the preference that the other state gives to its residents. When the State of Maryland uses competitive sealed bidding to award a procurement contract, the state may give a preference to the resident bidder who submits the lowest responsive bid if: 1) the resident bidder is a responsible bidder; 2) a responsible bidder whose principle office is in another state submits the lowest responsive bid.; 3) the other state gives a preference to its residents; and 4) a preference does not conflict with a federal law or grant affecting the procurement contract. A preference includes a percentage preference, an employee residency requirement or any other provision that favors a resident over a non-resident. A resident bidder is a bidder whose principle office is located in the state. In accordance with state law, state finance & procurement article 14.401. A non-resident bidder submitting a bid/proposal for a state project shall attach to the bid/proposal a copy of the current statute, resolution, policy, procedure, or executive order of the resident state of the non-resident bidder that pertains to that state’s treatment of non-resident bidders.
17. **Cancellation Policy.** The University may cancel this solicitation, in whole or in part, for any reason.