UNIVERSITY OF MARYLAND BALTIMORE COUNTY

REQUEST FOR PROPOSAL # BC-20984-R

FOR

STADIUM BLEACHER RENOVATION

ISSUE DATE: AUGUST 18, 2015

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<th>SIGNIFICANT MILESTONES</th>
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<tr>
<td>Issue Date</td>
<td>4:00 PM</td>
<td>Tuesday, August 18, 2015</td>
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<tr>
<td>Pre-Proposal Meeting</td>
<td>10:00 AM</td>
<td>Tuesday, August 25, 2015</td>
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<td>Deadline for Questions</td>
<td>4:00 PM</td>
<td>Friday, August 28, 2015</td>
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<td>Technical &amp; Price Proposals Due Date</td>
<td>2:00 PM</td>
<td>Wednesday, September 9, 2015</td>
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WARNING: Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the solicitation or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

UNIVERSITY OF MARYLAND BALTIMORE COUNTY
1000 Hilltop Circle
Baltimore, Maryland  21250
www.umbc.edu
STADIUM BLEACHER RENOVATION
AT THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
RFP #BC-20984-R

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STADIUM BLEACHER RENOVATION
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SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland Baltimore County (UMBC) seeks to contract for the renovation of the existing Stadium Bleachers. All RFP documents and forms are available in UMBC Box by accessing this link: https://umbc.box.com/StadiumBleacherRenovationUMBC.

B. ISSUING OFFICE

Mallela Ralliford  
University of Maryland Baltimore County  
Department of Procurement  
Administration Building, Room 301,  
1000 Hilltop Circle  
Baltimore, MD  21250  
Voice: (410)-455-2071  
FAX: (410) 455-1009  
E-mail: MRalliford@yahoo.com

The sole point of contact in the University for the purpose of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to Mallela Ralliford in writing.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office. All such questions and inquiries must be received by 4:00 p.m. Friday, August 28, 2015. Inquiries will receive a written reply. Copies of replies will also be sent to all other proposers, but without identification of the inquirer.

D. DELIVERY OF PROPOSALS

Proposals must be delivered to:

University of Maryland Baltimore County  
Department of Procurement  
1000 Hilltop Circle, Administration Building, Room 301  
Baltimore, MD 21250  
Attention: Mallela Ralliford
E. **PROPOSAL CLOSING DATE**

In order to be considered, the original, one (1) electronic copy (on cd or jump drive) plus two (2) copies [total of 4 sets Technical Proposal] **PLUS** the original, one (1) electronic copy (on cd or jump drive) and one (1) copy [for a total of three (3) sets Price Proposal] must arrive at the issuing office by **WEDNESDAY, SEPTEMBER 9, 2015, NO LATER THAN 2:00 P.M.**

**NOTE:** All UMBC mail goes through the UMBC mailroom, so please leave sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 301, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received in Room 301 by the due date in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

F. **PRE-PROPOSAL CONFERENCE**

There will be a Pre-Proposal Conference held in conjunction with the RFP. The conference will be held on **Tuesday, August 25, 2015 at 10:00 A.M. at the UMBC Stadium in the Team Room.** While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested Proposers are encouraged to attend in order to be able to better prepare acceptable proposals.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Mallela Ralliford at 410-455-2071 with specific requests at least five (5) business days prior to the conference.

G. **DURATION OF PROPOSAL OFFER**

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

H. **TERM OF CONTRACT**

The initial contract term shall be for a period of One (1) year **beginning September 25, 2015 and ending September 30, 2016.** The University shall have the option to renew the contract for Two (2) additional one-year renewal terms which will be exercised at the sole discretion of the University.

I. **EVALUATION OF OFFERS**

A contract award will be made to the responsible proposer(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by an University Evaluation Committee. After considering the factors set forth in this RFP, the committee will make
recommendations for the award of the contract to the vendor(s) whose proposal is/are determined to be the most advantageous to the University.

J. **PROPOSAL ACCEPTANCE**

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. Proposers judged by the procurement officer not to be responsible or proposers whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

K. **FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER**

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the proposer as contractor and the University in the form of a University Contract and shall contain the provisions included herein as Appendix B (Contract), as well as, any additional terms required by UMBC or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix B (Contract) and will execute a contract on that form upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and the University and shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in Appendix B, and (3) the Proposer’s response to the RFP and any amendments or changes thereto.

L. **ORDER OF PRECEDENCE**

The contract between the parties will be embodied in the contract documents, which will consist of those items named in “K” above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.

M. **PROPOSAL AFFIDAVIT AND CERTIFICATIONS**

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included in Appendix A of the RFP.
N.  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 for a period of up to one (1) year after UMBC makes its award. Furthermore, on occasion, other State educational institutions (e.g., St. Mary’s College, Morgan State University, 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
STADIUM BLEACHER RENOVATION  
RFP # BC-20984-R

SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The University of Maryland Baltimore County (UMBC) seeks to contract for the renovation of the existing Stadium Bleachers.

B. GENERAL INFORMATION FOR VENDORS

1. Proposals must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.

2. Each proposer must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.

3. At the Pre-Proposal conference, potential proposers will have an opportunity to: (1) ask and receive answers to all questions regarding the specifications and general conditions, and (2) receive any additional information relating to this contract. A Site Visit is scheduled for areas involved with this contract.

4. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate proposers for proposal preparation expenses.

5. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.

6. Before the award of a contract, UMBC may require the proposer to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the proposer.

C. ADDENDA TO THE RFP

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. Copies of the addenda will be posted to the eBid Board at www.umbc.edu/adminaffairs/procurement/EBidB.shtml. It is the responsibility of the vendor to check the website frequently until the opening date for addendums, amendments and changes. Reasonable efforts will be made to avoid the identification of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.
RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL. An “Acknowledgement of the Receipt” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.

D. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, at any time.

E. ORAL PRESENTATION

As part of the Technical Evaluation, the University reserves the right to request that Proposers make oral presentations in conjunction with their written proposals. In the event that the University decides not to have presentations, the University reserves the right to make an award based upon the information submitted without presentations.

F. INCURRED EXPENSES

The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal, delivery of or return of representative samples (if applicable).

G. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor’s offer to meet the requirements of the RFP.

H. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the firm accepts the terms and conditions set forth in this RFP.

I. PROCUREMENT REGULATIONS

This RFP and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.

K. ALTERNATE SOLUTION PROPOSALS

Vendors may not submit an alternate to the solution given in this RFP.

L. TELEGRAPHIC/FACSIMILE PROPOSAL MODIFICATIONS

Vendors may modify their proposals by telegraphic or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the University prior to such time and, provided further, the University is satisfied that a written
confirmation of the modification with the signature of the proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the University until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.

M. CONTRACTOR RESPONSIBILITIES

The University shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. The University’s intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom the University has a reasonable objection. Notification of such objection will be made by the University within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

N. PUBLIC INFORMATION ACT

Proposers must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, Part III, Title 10, State Government Article, Annotated Code of Maryland.

Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement). Failure to comply may result in rejection of your proposal.

O. MINORITY BUSINESS ENTERPRISE NOTICES

Minority Business Enterprise (“MBE”) involvement will be considered in the analysis of the technical portion of this RFP. It is the intent of the University to maximize minority business opportunities. A minimum MBE participation goal of 25% of the total amount of the contract has been established for this procurement. This goal applies to all firms regardless of whether the prime contractor is or is not a MBE firm. All proposals must include, in the technical proposal, a statement as to the expected level of MBE participation (prime contractor and subcontractor) that will be involved in this contract. Proposers may propose percentages that exceed the minimum stated. The enclosed “Certified MBE Utilization and Fair Solicitation” form must be completed and returned with the Technical Proposal certifying the Proposer’s intent to provide the requirement MBE participation.

P. 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.
Q. **TAXES**

The UMBC is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided 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, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

R. **RFP RESPONSE MATERIALS**

All written materials submitted in response to this RFP become the property of the University and may be appended to any formal documentation, which would further define or expand the contractual relationship between the University and the successful vendor(s).

S. **PROPOSAL SECURITY** - NOT APPLICABLE

T. **DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer’s proposal only and not include a discussion of a competing proposer’s proposal. Debriefings shall be conducted at the earliest feasible time.

The debriefing may include information on areas in which the unsuccessful proposer’s proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer’s rationale for the selection may be given.

U. **MARYLAND PUBLIC ETHICS LAW, TITLE 15**

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

If the bidder/proposer has any questions concerning application of the State Ethics law to the bidder/proposer’s participation in this procurement, it is incumbent upon the bidder/proposer to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.
The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.


W. JOINT VENTURE PROPOSERS – NOT APPLICABLE

X. PAYMENTS BY ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Proposer agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (“EFT”) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 for can be downloaded at: http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf

END OF SECTION II
SECTION III

TECHNICAL REQUIREMENTS & SPECIFICATIONS

BLEACHER RENOVATION

1. Furnish and install new aluminum bleacher system, consisting of railings, steps, benches, surrounded by chain link fencing or other appropriate material to protect people falling over from the front, side and back of the bleacher system.
2. Aluminum should be the appropriate gauge to support the weight of the capacity the system can bear. Number of seats is open based on vendor capability and size of area UMBC allotted. All materials should be fastened together appropriately with rivets or nuts and bolts to support desired weight.
3. Height and depth of seats, treads, ramps, railings and perimeter fencing should fall within the proper range necessary for uniform foot traffic.
4. The frame of the structure should rest no closer than 8’ to the edge of the playing field. The frame of the structure should incline into the hill appropriately to support itself based on the topography of the slope. UMBC prefers no poured concrete for footing locations and expects the system to support itself based on the information provided.
5. The structure should prevent player/fan interaction with a permanent barrier between the seating section and the playing field. This section shall be elevated in height based on manufacturer ability and even sight lines to playing field.
6. Provide all necessary parts and labor to furnish and install. This will include lubricating all metal to metal sliding surfaces, check and tighten all loose/missing fasteners as needed, check all bolted and welded connections, check all tension cable and pulley systems at each row, align all sections of seating for safe and proper operation, check all frame assemblies, complete inspection of all components to ensure safe and useable conditions.
7. Clean all seating and other surface areas and remove debris resulting from the work.

ADA Seating

1. Provide ADA code compliant seating for number of patrons the structure can support based on parameters submitted by UMBC. Companion seating will also be part of this ADA code compliance.
2. Provide the necessary ramp based on ADA specifications for patrons unable to utilize stairs for access to bleachers.
3. Provide the necessary sight lines for ADA and companion seating, as well as fan seating.
4. ADA cutout banks shall be placed as close to the ramp as possible.

Examination and Field Measurements

1. Vendor shall examine the project site and verify dimensions, quantities, etc. prior to submitting price proposal.
2. Vendor must be clear on exact requirements listed above for proper runoff from playing field and fan interaction.

Warranty

1. UMBC will accept the industry standard warranty.
2. The vendor shall provide warranty, all work and parts performed and supplied under this project to be free of defects for a period of the agreed amount of time.
**Contractor's Responsibility for Work**

The Contractor shall be responsible for the complete performance of all of the work under this Contract. The Contractor is responsible for the methods, means, and equipment used in performing the Contract and for all materials, tools, apparatus, and property of every description used in connection therewith.

**Existing Utilities and Structures**

In the event of damage to facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to repair or replace all damage and to restore all services. Further, the Contractor shall engage any additional outside services, which may be necessary to do repairs until services are restored. S/he shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service shall be borne by the Contractor and s/he shall be fully responsible for any and all claims resulting from the damage.

**Local Conditions Covering Work**

The Contractor shall cooperate with University personnel to prevent the entrance and exit of all workmen and/or those whose presence is forbidden or undesirable, in the delivery, storage, and removal of all materials and equipment.

**SPECIAL CONDITIONS**

1. **UNIVERSITY’S RIGHTS OF INSPECTION AND TEST:**

   The University reserves the right to make or cause to be made such inspections and tests, as deemed advisable, to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the University may by written notice to the Contractor, terminate his right to proceed further with this work. In such event, the University may take over the work to a completion, by contract or otherwise, and the Contractor and his sureties (if any) shall be liable to the University for any additional cost occasioned by the University.

2. **STANDARD GENERAL CONDITIONS:**

   The University of Maryland Standard General Condition of Contract shall apply to this work (refer to Appendix E). Copies may be reviewed in the Physical Plant Office. These specifications shall take precedence in cases of contradiction with the University of Maryland Standard General Conditions of Contract.

3. **PERFORMANCE BOND:**

   The successful bidder shall furnish within ten (10) days after notification of award, a performance bond in the full amount of the Contract Price.

4. **INSPECTION OF PREMISES:**
Proposers should inspect the premises prior to submitting the responses in order to be fully aware of the scope of services required. Failure to inspect the premises will not relieve the successful bidder from performing in accordance with the strict intent and meaning of the specifications without additional cost to the University.

5. ADDITIONAL WORK:

If during the process of this solicitation any additional work is identified as being needed in order to complete this project, the University reserves the right to request the awarded firm to include this work in their pricing in an effort to expedite the conclusion of this project.

Contractor Employee Parking

The Contractor must register any/all vehicles that are intended for use on the UMBC campus, these vehicles will require a permit that is non-transferable or shared among vehicles. Contractors will be allowed to park their trucks (with the Contractor's name on the truck) near the work site as directed or mutually agreed by the UMBC Project Manager. No parking for private cars will be available except as arranged by the Contractor’s Project Manager prior to commencement of work with the Manager of Parking Services. Employees must register their own personal vehicles that will be parking in non-metered lots on the campus. Unmarked cars parking in Contractor's spaces or in University lots will be ticketed and/or towed. The University will provide parking hangers to the contractor at the regular vehicle registration rates. All Contractor employees must display a UMBC parking hanger if the vehicle is to be parked on campus in areas designated by the Manager of Parking Services.

Insurance

The successful vendor will be required to document proof of insurance for Commercial General Liability, Worker's Compensation, and Automobile Insurance. The University of Maryland Baltimore County and the State of Maryland are to be named as an "additional insured" on all but Worker's Compensation.

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.

1. The following conditions for insurance must be met by the Vendor:

   i. The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and University of Maryland Baltimore County. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies. Builder’s Risk Insurance must be included.

   ii. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers Compensation Insurance in the same manner, including the additional insured requirements in
paragraph e. below, i.e., as specified for the Contractor. The Contractor shall furnish subcontractors’ certificates of insurance to the University immediately upon request.

iii. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University of Maryland Baltimore County".

iv. No acceptance and/or approval of any insurance by the University of Maryland Baltimore County shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.

v. **NAMED ADDITIONAL INSURED** - The University of Maryland Baltimore County and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverage except Workers Compensation Insurance and the certificates of insurance (or the certified policies, if requested), must so indicate through inclusion of appropriate endorsement. Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.

vi. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.

vii. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland Baltimore County or participating institutions from supervising or inspecting the operations of the contractors as the end result.

viii. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor shall be as fully responsible to University of Maryland Baltimore County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by Contractor.

ix. All required insurance coverage must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University of Maryland Baltimore County. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
x. The University of Maryland Baltimore County will consider deductibles or self-insured retention as part of its review of the financial stability of the proposer. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

2. The following conditions for insurance must be met by the Vendor:

i. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted section 4, below, must be met. Such Commercial General Liability policy shall include the following extensions:

   a) It is preferred that the General Aggregate Limit applies separately to this project.
   b) Premises/Operations.
   c) Actions of Independent Contractors.
   d) Products/completed Operations to be maintained for three (3) years after completion of the contract.
   e) Contractual Liability including protection for the Contractor for claims arising out of liability assumed under this contract.
   f) Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section.

ii. **Business Automobile Liability** which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorists’ insurance and automobile contractual liability.

   NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS

iii. **Workers Compensation** - statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.

3. The coverage listed in Section III, Item -2, above shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**

i. Commercial General Liability Insurance including all extensions:
   - $2,000,000 each occurrence;
   - $2,000,000 personal injury;
   - $2,000,000 products liability;
   - $3,000,000 general aggregate

ii. Business Automobile Liability - $2,000,000 each accident
iii. Workers Compensation insurance - statutory requirements. Employers liability insurance - $1,000,000 each accidental injury; and $1,000,000 each employee, $1,000,000 policy limit for disease.

4. **Tort-Claim Act** - It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.

**NOTE:** If insurance required has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:

A. Agree to provide certificates of insurance evidencing the above coverage for period of three (3) years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor's or subcontractor's work under this contract, or

B. Purchase an extended [minimum three (3) years] reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

C. The "retroactive date" must be effective prior to the inception of the work under this contract.

D. No "sunset" clauses shall apply.

5. **Additional information:**

The awarded firm(s) will provide all endorsements from the insurer itself (rather than the agent); and there will be a request to see all coverage declaration pages together with all endorsements (to confirm compliance with the coverage requirements.)

A CERTIFICATION LETTER FROM THE INSURER (RATHER THAN THE AGENT) THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT SHOULD BE PROVIDED WITH THE TECHNICAL PROPOSAL

END OF SECTION III
SECTION IV: EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

All vendors’ proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation and Selection Committee to review and rate the proposals. The Committee shall be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Committee may request additional technical assistance from any source.

B. EVALUATION OF PROPOSALS

1. Technical Evaluation: Technical Proposals will be evaluated by the University's Evaluation and Selection Committee before Price Proposals are opened. Those Technical Proposals not achieving at least 75% of the technical points available for Technical Phase will not continue or advance further in the procurement process. Proposer’s whose technical proposal achieves the required, minimum technical score of 75% or better of the available technical points will continue in the procurement process.

   Technical scoring will be based upon information provided in response to the desirable items in this RFP.

   Upon completion of the technical evaluation, all proposers will be notified as to the results of the technical evaluation of its firm’s technical proposal.

2. Price Proposal Phase:

   2.1 Only those Proposers who achieve the minimum technical score of 75% or better in the Technical Evaluation will have their Price Proposal opened.

   2.2 The University may elect to request Best & Final Price Proposal(s).

C. MINIMUM TECHNICAL SCORE

Vendors must achieve a minimum technical score of 75% of the total points available for the technical evaluation in order to be considered for further evaluation. Vendors not achieving this minimum technical score will not be considered for the award.

D. FINANCIAL EVALUATION

The separate price volume of each qualified proposal will be evaluated following the completion of the technical evaluation. Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the best total price to the University.

The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.
E. **FINAL RANKING AND SELECTION**

The resulting scores from the technical and price evaluation of proposals will be used as a guide in determining the successful proposer(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures. **Technical merit will be given a greater weight than cost in the final ranking.**

F. **CRITERIA FOR TECHNICAL EVALUATION**

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below in **order from most important to least**. Each committee member will score the proposals on each major criterion.

**Evaluation Criteria:**

1. **Statement of Approach** - [Refer to Section V, Item C-1]

2. **Documentation** - [Refer to Section V, Item C-2, C-3, and C-4]

   - Firm Experience / References
   - Company Profile
   - Key Personnel / References
   - Performance & Payment Bonds

END OF SECTION IV
SECTION V
INFORMATION REQUIRED IN VENDOR PROPOSALS

A. TRANSMITTAL LETTER

A transmittal letter prepared on the vendor’s business stationery should accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial offers, contained in the proposal.

B. TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the Price Proposals are reviewed by the Committee. Consequently, each proposal must be submitted as two separate volumes as indicated below. Failure to do so may constitute disqualification of a vendor’s proposal.

C. VOLUME I – TECHNICAL PROPOSAL

This volume should be prepared in a clear and precise manner. It should address all appropriate points of this RFP except financial information. This volume consists of and must contain the following sections:

1. Statement of Approach to the Contract
2. Completed Forms from Appendix A
3. Letter for Performance Bond
4. Certification to provide insurance as required
5. Bid/Proposal Affidavit

Items #1 and #4 listed below are considered “Desirable” (D) for purposes of evaluation.

1. (D) Statement of Approach to the Contract: The proposer is to define who they are, what they do and what they can do for the University with respect to the objectives of this project.

   The proposer must indicate how their firm/team would approach this contract. The purpose of this narrative is not only to outline the tasks to be accomplished in a logical manner, but also to display full comprehension of the services to be performed.

   Provide a comprehensive plan indicating “how” the Proposer will provide the required services under this contract. This plan should demonstrate the Proposer’s expertise and resources which will be provided to the University.

2. (D) Firm Experience:

   2.1 Complete the "Firm Experience Form" (found in Appendix A) for three (3) contracts where these services have been performed within the last three (3) years; and provide the dollar value of each contract. At least one (1) of the three contracts must be in a higher academic environment. All are to be similar in size and scope to The University of Maryland Baltimore County.
List the following on each:

- Name and address of contract location;
- Number of years the contract has been in place;
- Owner's name, address, telephone and contact person;
- Brief description of the scope of the contract and the services performed by your firm;
- Name(s) of the responsible Project Manager within your organization who manages the contract.

2.2 References: Provide at least three (3) references (preferably those from the experience list above in 2.1) of contract locations where these services have been performed within the last three (3) years. Provide contact name, address, telephone number and account name and location for each reference. It is imperative that accurate contact names and phone numbers be given for the contracts listed. All references should include a contact person who can comment on the firm's ability to handle a contract of this type.

The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. Such references will be held in the strictest confidence.

3. (D) Company Profile/Background Information: Complete the “Company Profile Form” found in Appendix A which includes a description of your company and its history, as well as, the management and ownership structure.

4. (D) Key Personnel: The Project Manager is defined as the University's primary point of contact on a day-to-day basis and the on-site person who will manage the contract for the vendor. The Project Manager for this contract must be a direct employee of the proposing firm and must speak English.

4.1 Complete a "Key Personnel Form" (found in Appendix A) on the person proposed for the Project Manager for this contract inclusive of their qualifications, number of years with the firm, and prior experience inclusive of the role the person played on other contracts.

4.2 Provide three (3) references (preferably those provided in 4.1. above) on the Project Manager. Such references must be able to comment on the person's performance in the role assigned in this proposal. All references will be held in the strictest confidence.

The University reserves the right to verify all information given if it so chooses, as well as to check any other sources available, including itself, even if not provided as a reference by the Proposer. Such references will be held in the strictest confidence.
5. (D) **Bonds**: The successful Contractor shall furnish a Performance Bond in the amount of one hundred (100%) of the total estimated Contract price, as well as, a Payment Bond. Only the awarded firm will complete the Performance and Payment Bond Forms in Appendix C.

All firms responding to this solicitation with a Price Proposal MUST have a letter from their Bonding Company stating that they have the capability to provide the Performance and Payment Bonds as required for this procurement; and will do so within ten (10) days of notification of award.

6. **Completed Bid/Proposal Affidavit with Addendum** (found in Appendix A).

7. **Acknowledgement of Receipt of Addenda Form** (found in Appendix A) In the event addenda to the solicitation documents are issued prior to the due date and time for proposals, this form is to be completed and enclosed with the proposal.

Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the proposals, which are deemed immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

If company literature or other publications are included and intended to respond to an RFP requirement, the response in this volume should include reference to the document name and page.

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

**D. VOLUME II – PRICE PROPOSAL**

This volume must be submitted in a sealed envelope separate and apart from the technical volume. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL". It must contain the following:

1. (D) **Price Proposal Form**: Complete the Price Proposal Form in Appendix C. The Price Proposal shall be filled out completely in ink or typed. Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. **Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.**

2. **Price Proposal Due Date/Time**: The due date and time for the Price Proposal is **Wednesday, September 9, 2015 at or before 2:00 p.m.** Price Proposals will be opened privately.

**E. FINAL PROPOSAL RATING**

a. Ranking of the Price Proposal will be combined with the corresponding total technical score to determine a final rating for each proposal. Scores will be normalized.
b. Technical merit will have a much greater weight than price.

c. The Evaluation and Selection Committee will choose from the highest rated proposals those proposals which will best serve the interests of the University, in accordance with University procurement regulations.

F. **SUBMISSION**

Vendors must submit the required number of copies of his/her proposal by the closing time and date specified in Section I, Item E of the RFP.

END OF SECTION V
APPENDIX A
Technical Proposal Forms

- Bid/Proposal Affidavit
- Acknowledgement of Receipt of Addenda
- Key Personnel Form with attachment
- Firm Experience Form
- Company Profile Form
- Performance Payment Bonds
BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name)_____________________ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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


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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

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

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran–owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

__________________________________________________________________________

__________________________________________________________________________

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1) — (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) 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. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: ____________________________________________

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

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGEMENT

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

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

Date: ______________ By: ____________________________ (print name of Authorized Representative and Affiant)

__________________________________________ (signature of Authorized Representative and Affiant)
RFP NO.: RFP #BC-20984-R

TECHNICAL PROPOSAL DUE DATE: THURSDAY, SEPTEMBER 9, 2015 on or before 2:00 p.m.

RFP FOR: UMBC STADIUM BLEACHER RENOVATION

NAME OF PROPOSER: ________________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

  Addendum No. __dated __________
  Addendum No. __dated __________
  Addendum No. __dated __________
  Addendum No. __dated __________
  Addendum No. __dated __________

As stated in the RFP documents, this form is included in our Technical Proposal.

  Signature ______________________

  Printed Name ____________________

  Title __________________________

  Date ___________________________
UMBC STADIUM BLEACHER RENOVATION
RFP #BC-20984-R
KEY PERSONNEL FORM

1. PERSON'S NAME: ______________________________ PROPOSER: __________________

2. POSITION TO BE ASSIGNED:
   ___ Project Manager
   ___ Other __________________________
   ___ Other __________________________

3. TECHNICAL TRAINING/EDUCATIONAL BACKGROUND (IN PARTICULAR STADIUM BLEACHER RENOVATION RELATED TRAINING):

<table>
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<th>Association/Institution</th>
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4. EMPLOYMENT HISTORY: If the person has more than 3 employers, he can attach additional pages to this form and indicate on this form to "See Attached Pages".

4.1 CURRENT EMPLOYER'S NAME: _______________________________________

  DATES OF EMPLOYMENT: _____________________________________________

  POSITION HELD: _____________________________________________

  DURATION BY DATE: _____________________________________________

4.2 PRIOR EMPLOYER'S NAME: ______________________________

  DATES OF EMPLOYMENT: _____________________________________________

  POSITION HELD: _____________________________________________

  DURATION BY DATE: _____________________________________________

4.3 PRIOR EMPLOYER'S NAME: ______________________________

  DATES OF EMPLOYMENT: _____________________________________________

  POSITION HELD: _____________________________________________

  DURATION BY DATE: _____________________________________________
UMBC STADIUM BLEACHER RENOVATION
RFP #BC-20984-R - KEY PERSONNEL FORM

PERSON'S NAME: ______________________________ PROPOSER: ______________________

5. PROJECT REFERENCES: (Note: It is preferable that these references be from the project experience provided as an attachment to this Key Personnel Form; if this is the case, you need only indicate "see attached" under the Description of Contract/Project Done item. As indicated in the RFP document, such references are to be project references not employment references; that is, the University is interested in speaking to a Project Owner regarding the person’s performance on a particular project.)

5.1 CONTACT PERSON: ________________________ TELEPHONE #:________________________

COMPANY NAME: _________________________________________________________________

DESCRIPTION OF CONTRACT/PROJECT DONE: ______________________________________
________________________________________________________________________________

5.2 CONTACT PERSON: ________________________ TELEPHONE #:________________________

COMPANY NAME: _________________________________________________________________

DESCRIPTION OF CONTRACT/PROJECT DONE: ______________________________________
________________________________________________________________________________

5.3 CONTACT PERSON: ________________________ TELEPHONE #:________________________

COMPANY NAME: _________________________________________________________________

DESCRIPTION OF CONTRACT/PROJECT DONE: ______________________________________
________________________________________________________________________________

6. ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED)
________________________________________________________________________________

________________________________________________________________________________

NOTE: If a Proposer finds the space provided to be insufficient, he can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.
7. **SIMILAR PROJECT/CONTRACT EXPERIENCE:** On the following pages, provide a full description of Key Person’s project experience. A **minimum of THREE (3) projects** are to be listed for this person.

7.1 **PROJECT TITLE:** ______________________________________________________

__________________________________________

**SCHEDULE (MONTH/YEAR):** START DATE: __________ END DATE: __________

**DOLLAR:** $________________

**COMPANY INFO:** ______________________________________________________

**DESCRIPTION OF CONTRACT/PROJECT** ______________________________________

__________________________________________

__________________________________________

**ROLE OF KEY PERSON:** __________________________________________________

**Why is this project similar/relevant to the University’s requirements?**

__________________________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________
PERSON'S NAME: ______________________________ PROPOSER: ______________________

7.2 PROJECT TITLE: ____________________________________________

SCHEDULE (MONTH/YEAR): START DATE: ___________ END DATE: ____________

DOLLAR: $____________________

COMPANY INFO: _____________________________________________________

DESCRIPTION OF CONTRACT/PROJECT____________________________________

ROLE OF KEY PERSON: __________________________________________________

Why is this project similar/relevant to the University’s requirements?

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________
PERSON'S NAME: ___________________________ PROPOSER: ___________________________

7.3 PROJECT TITLE: ________________________________________________________________

SCHEDULE (MONTH/YEAR): START DATE: ___________ END DATE: ___________

DOLLAR: $____________________________

COMPANY INFO: ________________________________________________________________

DESCRIPTION OF CONTRACT/PROJECT______________________________________________

__________________________________________________________

ROLE OF KEY PERSON: _____________________________________________

Why is this project similar/relevant to the University’s requirements?

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________
UMBC STADIUM BLEACHER RENOVATION
RFP #BC-20984-R - FIRM EXPERIENCE ON SIMILAR OR RELEVANT PROJECTS

PROPOSER: ____________________________________________________________

Note: Three (3) separate projects are to be submitted

1. Customer Name: _________________________________________________________

2. Customer Address: ______________________________________________________

3. Contact Name and Title: _________________________________________________

4. Contact Phone #: _________________________________________________________

5. Describe customer's facility: ______________________________________________

________________________________________________________________________

Project/Contract Start Date (Month/Year): _________________________________

Project/Contract Completion Date (Month/Year): ____________________________

Project/Contract Amount ($): _________________________________

6. Names of the personnel assigned to this project:

________________________________________________________________________

________________________________________________________________________

7. Indicate Type of Services provided:

________________________________________________________________________

________________________________________________________________________

8. Were there any problems/concerns regarding this project?

________________________________________________________________________

________________________________________________________________________

If so, what was your company’s role and how were they handled?

________________________________________________________________________

________________________________________________________________________

NOTE: Please use additional pages to answer questions if necessary.
COMPANY NAME: ________________________________________________________________________________

ADDRESS OF PARENT COMPANY: ________________________________________________________________________

DATE OF INCORPORATION: __________ STATE OF INCORPORATION: __________________

NUMBER OF GEOGRAPHIC LOCATIONS: ______________

LOCATION OF ALL GEOGRAPHIC OFFICES AND THEIR FUNCTION

LOCATION: _____________________________________________________________

FUNCTION: ___________________________________________________________

LOCATION: _____________________________________________________________

FUNCTION: ___________________________________________________________

LOCATION: _____________________________________________________________

FUNCTION: ___________________________________________________________

# OF YEARS IN BUSINESS UNDER PRESENT NAME: __________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

________________________________________________________________________

________________________________________________________________________

TYPE OF ORGANIZATION (I.E., SOLE PROPRIETOR, CORPORATION, PARTNERSHIP, INDIVIDUAL, JOINT VENTURE):

________________________________________________________________________

TYPE OF SERVICES PERFORMED:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
# OF YEARS PROVIDING STADIUM BLEACHER RENOVATION:  

NAME OF PRINCIPAL (S) AND TITLE (S):  

NAME OF MANAGER (S) AND TITLE (S) AT THE BRANCH OFFICE WHICH WILL SERVICE UMBC:  

BRIEF HISTORY OF COMPANY:
### TOTAL NUMBER OF EMPLOYEES:

<table>
<thead>
<tr>
<th>TOTAL CO.</th>
<th>LOCAL OFFICE</th>
</tr>
</thead>
</table>

Give a Summary of the Role/Classification of Employees:

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
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__________________________________________________________________________________________
ATTACHMENT B
Contract Documents

NOTE: These are provided for information. ONLY the successful Firm will be required to complete these forms.

- Contract
- Contract Affidavit
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the __ day of _______, 2015, 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 ______________________________ (“Contractor”), for _________, the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on _________, 2015 and terminate on__________. 

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 RFP No. and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (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 satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor $____________.
   B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security 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/RFP 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 anytime 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:**

A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.

B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys’ fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.

C. If any products furnished by Contractor become, or in Contractor’s opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item’s specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

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. **CONULTING 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:** As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act (“UCITA”), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Contractor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Contractor.

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**: No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.

24. **LIQUIDATED DAMAGES**: Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

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:** [Mandatory provision for architectural services or engineering services contracts exceeding $100,000. It shall be in substantially the same form as follows: or insert “N/A” if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
   A. The wage rates and other factual unit costs supporting the firm’s compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
   B. If any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University’s right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
   C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.
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, 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.
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.

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.

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.

COMPLIANCE WITH FERPA: NOT APPLICABLE

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.

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

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.

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.

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

(Revised 05/29/14)
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
ATTACHMENT C

PRICE PROPOSAL FORM

(To be issued via Addendum)