



REQUEST FOR PROPOSAL
FOR
Executive Driving Services

RFP NUMBER: BC-21345-C
ISSUED: January 10, 2024

Procurement/Issuing Office:

Department of Procurement & Strategic Sourcing
University of Maryland, Baltimore County
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250

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Key Information Sheet

Request for Proposals	Executive Driving Services
Solicitation Number:	BC-21345-C
RFP Issue Date:	January 10, 2024
Procurement Officer:	David Clurman clurman@umbc.edu
Technical Proposals are to be sent to:	Technic.5w5z9axbmrol783x@u.box.com
Financial Proposals are to be sent to:	Financi.wwdnnf6bmtpul7yx@u.box.com
Questions Due Date & Time:	January 16, 2024, 4:00 pm Eastern Submit Questions to: Solicitation Questions
Proposal Due Date & Time:	January 24, 2024, 4:00 pm Eastern
Contract Type:	Firm Fixed Price, Indefinite Delivery/Indefinite Quantity
Contract Duration:	3 years plus one (1) 2-year option
Primary Place of Performance:	1000 Hilltop Circle, Baltimore, MD 21250 and surrounding areas, as assigned

1. Contractor Requirements: Scope of Work

1.1. Summary Statement

- 1.1.1. The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, an agency of the state of Maryland (herein referred to as the “University” or “UMBC”), intends to contract for executive driving services on an as needed basis. The Contractor shall provide non-exclusive Executive Car Services to safely and expeditiously transport executives of UMBC to and from official business functions. UMBC estimates multiple trips per month in the Maryland, Washington DC, Virginia and surrounding areas.
- 1.1.2. UMBC reserves the right to make multiple awards as a result of this RFP. This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract. UMBC reserves the right to authorize services as may be required during the contract period, and also, reserves the right to not authorize any services or materials. UMBC does not guarantee a dollar amount will be met or exceeded, nor can UMBC guarantee any minimum dollar amount to any Contractor.
- 1.1.3. The contract shall be in effect for three (3) years unless otherwise extended, expired or terminated pursuant to the contract. The contract may be renewed by UMBC at its discretion for one (1) additional two-year period.
- 1.1.4. UMBC reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. A copy of the contract pricing and the solicitation requirements incorporated in this contract will be supplied to requesting agencies. Each participating agency shall enter into its own contract with the supplier. UMBC does not assume any responsibility other than to obtain pricing for the specifications provided.

1.2. Background

Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve institutions that, along with two regional centers, constitute the University System of Maryland. UMBC is located on 482 acres with 4.2 million gross square feet and only 15 minutes from Baltimore’s Inner Harbor and 30 minutes from Washington, D.C. and five minutes from BWI Airport.

UMBC combines the emphasis on teaching found at the best liberal arts colleges with the innovation of a research university. UMBC’s students take full advantage of the educational, business, cultural, and recreational resources of Baltimore and Washington, D.C. At UMBC, students work alongside faculty who are leaders in their fields; think about the hard questions of society, science, and creative expression; and then move beyond the classroom to make a difference.

UMBC is increasingly recognized as a major resource for building the State's economy and addressing its social concerns. More than 70% of UMBC's 77,000 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In Fall 2023, UMBC had 14,148 enrolled students of which 53% are minority enrollments from nearly all 50 states and 10.5% are international enrollments from 115 nations, creating a richly diverse student body.

Nearly seven percent of assignable space is dedicated to research laboratory facilities, a reflection of UMBC's designation as a Doctoral University with Very High Research Activity – also known as R1 – in the 2022 Carnegie Classification of Institutions of Higher Education, which places UMBC among the top 146 research universities in the nation.

1.3. Contractor Responsibilities

- 1.3.1. Provide safe and reliable door-to-door transportation as requested. Services may include, but not be limited to:
 - 1.3.1.1. Transportation to/from airport: Charges to include drive time to and from airport location and a maximum of 30 minutes wait time at airport
 - 1.3.1.2. Transportation to/from events: Charges to include drive time to and from event location and wait time at event location upon UMBC request
- 1.3.2. Provide licensed, experienced and well-qualified drivers. Provide drivers in appropriate business attire.
- 1.3.3. Utilize experience, judgement and discretion to ensure safety and timely arrival to all functions. Drivers may be required to sign a Non-Disclosure Agreement with UMBC in performance of these services.
- 1.3.4. Provide and maintain clean, safe, and comfortable vehicles. UMBC prefers a four-door sedan, not more than five (5) years old. For trips that may include additional passengers, Contractor may substitute a four-door SUV, not more than five (5) years old. Vehicles shall be equipped with ports or connections capable of charging portable electronic devices such as cell phones or tablets.
- 1.3.5. When requested by UMBC, the driver shall act as an escort to provide a physical presence while accompanying the executive into and out of buildings and/or remain with the executive for the duration of the event. The driver shall ensure the safety of the executive entering/exiting the event and/or while in attendance of the event.
- 1.3.6. Provide vehicles and/or drivers with navigation devices or ability to navigate travel disruptions in real-time. Assess travel routes, provide guidance on departure and arrival times based on weather and traffic conditions. Provide alternate routes or adjust schedule as required to ensure timely arrival at all events.
- 1.3.7. Communicate with UMBC Office(s) regarding planned arrival time, departure time, route, as well as any potential delays in arrival or departure or necessary

adjustments to the schedule. Obtain approval of the executive for any in-route deviations from route or schedule.

1.3.8. Provide assistance to passengers entering and exiting the vehicle as requested. Provide assistance in transporting belongings such as luggage, bags and other personal items, to and from the car as requested.

1.3.9. Provide information related to performance of the services:

1.3.9.1. Offeror's requirements regarding minimum duration of trips

1.3.9.2. Offeror's requirements regarding holiday or overtime fees

1.3.9.3. Offeror's procedures regarding utilization of technology and navigation in vehicles in conjunction with the safety of passengers

1.3.9.4. Offeror's procedure for hiring, screening (background and controlled substances) and continued training of drivers

1.3.9.5. Offeror's requirements for drivers including licensing, number of years' experience, certifications (CPR, AED, other)

1.3.9.6. Offeror's capabilities to assist with handicapped passengers

1.3.9.7. Offeror's number of and type of vehicles available for service

1.3.9.8. Offeror's key personnel available to provide service

1.3.9.9. Offeror's standard method of invoice (weekly, monthly, other)

1.4. UMBC Responsibilities

1.4.1. For trips scheduled in advance, UMBC will provide a requested schedule one week prior to the first scheduled event.

1.4.2. Schedule will include:

1.4.2.1. Pick up and drop off locations

1.4.2.2. Function start time and estimated end time

1.4.2.3. Whether driver will be required to stay on premise

1.4.2.4. Additional requirements such as transportation of belongings and/or escort into the building/function

1.4.3. For urgent and unplanned trips, UMBC will provide 4 hours' notice prior to the scheduled pick-up time.

1.5. Deliverables

Contractor will be required to submit travel logs for verification of services and cost. Travel logs shall be submitted with Contractor's invoice.

1.6. Optional Services

There may be occasions that require overnight travel for drivers. These services are optional and not a requirement to be awarded the contract.

2. Contractor Requirements: General

2.1. Invoicing

2.1.1. Payments to the Contractor pursuant to the Contract shall be made no later than 30 days after UMBC's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number.

2.1.2. All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. UMBC is generally exempt from such taxes and Contractor agrees not to charge UMBC for such taxes in accordance with applicable law. UMBC will provide exemption certificates upon request. Charges for late payment of invoices are prohibited.

2.2. Security Requirements

- 2.2.1. Contractor Personnel shall provide identification upon UMBC request.
- 2.2.2. A criminal background check for each driver shall be completed prior to providing any service. Pre-employment background checks are acceptable.
- 2.2.3. Persons with a criminal record may not perform services under the contract unless prior written approval is obtained from UMBC.

2.3. Problem Escalation Procedure

The Contractor must maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during performance of the contract and how resolution will be communicated to UMBC.

2.4. Experience and Personnel

- 2.4.1. UMBC prefers the Offeror have been in business for a minimum of ten (10) years providing services of similar scope. Offeror shall demonstrate knowledge of motor vehicle laws and regulations, navigation, scheduling, defensive driving, and providing service to senior level executives. Offeror shall demonstrate proper and ongoing screening and training of drivers.
- 2.4.2. UMBC prefers that Offeror Personnel demonstrate a clean driving record, experience providing services to senior level executives, exemplary customer service, courtesy and discretion.
- 2.4.3. UMBC prefers Offerors propose multiple qualified drivers who are expected to be available as of the start date specified in the contract. For the purposes of this RFP, those drivers shall be identified as Key Personnel.
- 2.4.4. Key Personnel identified in Offeror's proposal may not be substituted, removed or added throughout the duration of the contract, without the prior written consent of UMBC.

2.5. Assignment of Work

UMBC may award to multiple qualified providers on an IDIQ basis. As a result, UMBC may utilize a Request for Quote or Rotation process to select Contractor(s) for services. However, UMBC is not required to utilize these methods, and may select from the list of qualified firms based upon current needs, capabilities, availability or any other factors which are determined to be in the University's best interest. No Contractor will be guaranteed a minimum amount of service as a result of this contract.

3. Procurement Instructions

3.1. Pre-Proposal Conference

A pre-proposal conference will not be held in conjunction with this procurement.

3.2. Questions and Addenda

3.2.1. Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule. All questions on this procurement are to be submitted in an online form via [Solicitation Questions](#).

3.2.2. Should a Proposer find discrepancies in the RFP documents, or be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

3.2.3. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.

3.3. Proposal Due Date and Time

3.3.1. The Technical and Price Proposals shall be submitted via email to the Box address provided in the Solicitation schedule with the email time log no later than the date and time indicated in the Solicitation Schedule.

3.3.2. Proposers shall allow sufficient time in submitting responses to the RFP to ensure timely receipt by the Issuing Office via the Box site. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received.

3.3.3. Any proposal, request for modification, or request for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

3.4. Multiple or Alternate Proposals

Proposers may not submit more than one (1) proposal nor may proposers submit an alternate to this RFP.

3.5. Award Basis

A Contract shall be awarded to the responsible Offeror(s) submitting the proposal that has been determined to be the best value to UMBC, considering price and evaluation factors set forth in this RFP.

3.6. Site Investigation

By submitting a proposal, the Proposer acknowledges that the Proposer has investigated and been satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to become acquainted with the available information will not relieve the Proposer from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the University.

3.7. Oral Presentation

Offerors may be required to make oral presentations to UMBC representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

3.8. Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for 120 days following the proposal due date and time, or best and final offers if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

3.9. Modifications and Withdrawals of Proposals

Withdrawal of, or modifications to, proposals are effective only if written notice is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company. No withdrawal or modifications will be accepted after the time proposals are due.

3.10. Cancellations

The University may cancel this RFP, in whole or in part, at any time before the awarding a contract.

3.11. 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; or to negotiate

with all responsible proposers, in any manner necessary, to serve the best 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.

3.12. Confidential/Proprietary Information

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

3.13. Incurred Expenses

The University will not be responsible for any costs incurred by any firm in preparation and submittal of a proposal.

3.14. Debrief

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful proposer's proposal only and shall not include a discussion of a competing proposer's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

3.15. Acceptance of Terms and Conditions

By submitting a proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the contract, attached hereto as Attachment J. Any exceptions to this RFP or the contract shall be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's proposal. UMBC reserves the right to accept or reject any exceptions.

3.16. Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as Attachment C of this RFP.

3.17. Arrearages

By submitting a response to this solicitation, a firm 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.

3.18. Incorporation by Reference

The terms of this solicitation and any amendments thereto are made a part of this Contract.

3.19. Conflicting Terms

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

3.20. Payments by Electronic Funds Transfer

3.20.1. If the annual dollar value of this contract will exceed \$200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Consultant for this Contract and any other State payments due Consultant unless the State Comptroller's Office grants the Consultant an exemption.

3.20.2. By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

3.20.3. The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland:

<https://www.marylandtaxes.gov/divisions/gad/eft-program.php>

3.21. MBE Participation Goal

There is no MBE goal for this procurement.

3.22. MBE Notice

Minority business enterprises are encouraged to respond to this solicitation.

3.23. Conflict of Interest Affidavit and Disclosure

- 3.23.1. The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment H) and submit it with its Proposal.
- 3.23.2. By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest.
- 3.23.3. Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract.
- 3.23.4. Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.”

3.24. Non-Disclosure Agreement

All Offerors are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as Attachment I. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

4. Proposal Format

4.1. Two Part Submission

Offerors shall submit proposals in separate volumes to the Box addresses listed in the Key Information section of this RFP.

4.2. Volume I – Technical Proposal

- 4.2.1. Omit all pricing information from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).
- 4.2.2. The Technical Proposal shall include:
 - 4.2.2.1. Cover Letter
 - 4.2.2.2. Claim of Confidentiality: Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Cover Letter in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included. The

entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

- 4.2.2.3. Exceptions: Any exception to a requirement, term or condition must be clearly identified in the Technical Proposal.
- 4.2.2.4. Statement of Approach: The Offeror is to provide a narrative describing how its proposed services will meet or exceed each of the requirements of the scope of work. The Offeror is to provide an approach that addresses specific methodologies and techniques to be used in complying with both Mandatory Requirements and Optional Services. The purpose of this narrative is not only to demonstrate the firm's approach to the tasks, but also to display full comprehension of the services to be provided in the scope of work. This plan should be in sufficient detail to permit proper evaluation by UMBC.
- 4.2.2.5. Problem Escalation Procedures: The Offeror shall include a Problem Escalation Procedure that includes, at a minimum, names, titles, and contact information of individuals to be contacted by UMBC should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.
- 4.2.2.6. Offeror Qualification and Capabilities
 - 4.2.2.6.1. Firm Experience: Using the form in Attachment D, list three (3) engagements similar in size and scope to the services requested in this RFP. At least two of the three, and preferably all three, should be with a public university or federal or state agency and should be within the last three (3) years. The project submission shall include the following:
 - 4.2.2.6.1.1. Project name and location
 - 4.2.2.6.1.2. Contact person, email address, and telephone number
 - 4.2.2.6.1.3. Project start date and completion date
 - 4.2.2.6.1.4. Project description/scope of services
 - 4.2.2.6.1.5. Dollar value of the contract
 - 4.2.2.6.1.6. Firm's role in the project
 - 4.2.2.6.1.7. Names of key personnel and their assigned role
 - 4.2.2.6.1.8. Similarities of the project to this scope of services
 - 4.2.2.6.2. Firm References: Using the form in Attachment E, provide three (3) references who can attest to the Offeror's experience and capabilities. References may be inclusive of those included in Attachment D.
 - 4.2.2.6.3. Key Personnel: Using the form In Attachment F, the Offeror must designate the Project Director and other Key Personnel

for this project, including the following information on each and appending C.V.s:

- 4.2.2.6.3.1. Educational background
- 4.2.2.6.3.2. Employment background
- 4.2.2.6.3.3. Prior relevant project experience
- 4.2.2.6.3.4. The estimated percentage of time on this project
- 4.2.2.7. Conflicts of Interest: Using the form in Attachment H, the Offeror must disclose any contractual relationships of the Offeror, its parent organization (if applicable), and any subsidiaries of the Offeror or its parent organization within the past three years that result in a conflict of interest.
- 4.2.2.8. Acknowledgement of Receipt of Addenda: The Offeror must acknowledge receipt of solicitation addenda using the form found in Attachment G.
- 4.2.2.9. Attachment C: Signed Proposal Affidavit.

4.3. Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in Attachment B. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by UMBC.

5. Evaluation and Selection Process

5.1. Evaluation Committee:

- 5.1.1. Evaluation of Proposals will be performed by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer.
- 5.1.2. During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

5.2. Technical Proposal Evaluation Criteria

- 5.2.1. The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.
 - 5.2.1.1. 50% - Offeror's Technical Response to Requirements
 - 5.2.1.2. 30% - Experience and Qualifications of Proposed Staff

- 5.2.1.3. 15% - Offeror Qualifications and Capabilities, including proposed subcontractors
- 5.2.1.4. 5% - Exceptions to UMBC Contract Terms and Conditions

5.3. Financial Proposal Evaluation Criteria

All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Attachment B - Proposal Price Form.

5.4. Selection Procedures

- 5.4.1. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) procurement method. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, UMBC may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, UMBC reserves the right to make an award without holding discussions.
- 5.4.2. With or without discussions, UMBC may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.
- 5.4.3. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of UMBC's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to UMBC. Offerors will be contacted by UMBC as soon as any discussions are scheduled.
- 5.4.4. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- 5.4.5. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- 5.4.6. When in the best interest of UMBC, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). UMBC may make an award without issuing a request for a BAFO.

5.4.7. Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to UMBC. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

6. RFP Attachments

Provided on the following pages.

Attachment A: Offeror Information Sheet

Offeror/Offeror Information	
Company Name	
Street Address	
City, State, Zip	
Federal Identification Number	
SBE/MBE/VSBE Certification (If Applicable)	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories (dual certified must select one):
Primary Point of Contact	
Name & Title	
Office Phone	
Cell Phone	
Email Address	
Authorized Signatory (if different than Primary POC)	
Name & Title	
Office Phone	
Email Address	

SUBMIT THIS FORM WITH BID/PROPOSAL

Attachment B: Proposal Price Instructions and Form

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

The Proposal Form is used to calculate the Offeror's Total Hourly Cost. Follow these instructions carefully when completing your Proposal Form:

1. All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
2. All Unit Prices must be the actual price per unit UMBC will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
3. All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
4. Every blank in every Proposal Form shall be filled in unless marked as Optional. Any changes or corrections made to the Proposal Form by the Offeror prior to submission shall be initialed and dated.
5. Except as instructed on the Proposal Form, nothing shall be entered on or attached to the Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not responsive.
6. All Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the Proposal. The Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
7. Failure to adhere to any of these instructions may result in the Proposal being determined not responsive.

Proposal Form

The Proposal Form shall contain all price information in the format specified on these pages. Complete the Proposal Form only as provided in the Proposal Instructions. Do not amend, alter or leave blank any items on the Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined not responsive.

Type of Trip	Vehicle Type	# Passengers Accommodated	Rate	Holiday Rate	Minimum Hours
Airport – BWI: Drive time + 30 minutes wait time included			Flat Fee:	Flat Fee:	
Airport – DCA: Drive time + 30 minutes wait time included			Flat Fee:	Flat Fee:	
Airport – IAD: Drive time + 30 minutes wait time included			Flat Fee:	Flat Fee:	
All Other Trips:			Hourly Rate:	Hourly Rate:	
All Other Trips + Escort Requested:			Hourly Rate:	Hourly Rate:	
Overnight (Optional):			Hourly Rate:	Hourly Rate:	

List which holidays that the holiday rate would apply to:

Offeror: _____

Company Name

By: _____

Signature

Printed Name: _____

Printed Name

Title: _____

Title

Date: _____

Date

SUBMIT THIS FORM WITH BID/PROPOSAL

Attachment C: 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, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the names of persons 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;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or
- (b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure Act; and
- (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**I FURTHER AFFIRM THAT:**

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

M. I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

I AFFIRM THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Offeror: _____

Company Name

By: _____

Signature

Printed Name: _____

Printed Name

Title: _____

Title

Date: _____

*Date***SUBMIT THIS FORM WITH BID/PROPOSAL**

Attachment D: Firm Experience

List three (3) engagements similar in size and scope to the services requested in this solicitation. At least two of the three, and preferably all three, should be with a public university or federal or state agency and should be within the last three (3) years. Attach additional sheets as necessary.

Proposing Firm: _____

Engagement 1

Project Name: _____

Sponsor Contact Name: _____ Phone #: _____

Sponsor Email Address: _____

Project Start Date: _____ Project End Date: _____

Dollar Value of Project: _____

Firm's Role in the Project: _____

Names of Key Personnel and their Assigned Role(s): _____

Similarities of the Project to the Scope of Services in this solicitation: _____

Engagement 2

Project Name: _____

Sponsor Contact Name: _____ Phone #: _____

Sponsor Email Address: _____

Project Start Date: _____ Project End Date: _____

Dollar Value of Project: _____

Firm's Role in the Project: _____

Names of Key Personnel and their Assigned Role(s): _____

Similarities of the Project to the Scope of Services in this solicitation: _____

Engagement 3

Project Name: _____

Sponsor Contact Name: _____ Phone #: _____

Sponsor Email Address: _____

Project Start Date: _____ Project End Date: _____

Dollar Value of Project: _____

Firm's Role in the Project: _____

Names of Key Personnel and their Assigned Role(s): _____

Similarities of the Project to the Scope of Services in this solicitation: _____

SUBMIT THIS FORM WITH BID/PROPOSAL

Attachment E: Firm References

Provide three (3) references who can attest to the Offeror's experience and capabilities. References may be inclusive of those included in Attachment D: Firm Experience.

Proposing Firm: _____

Reference 1

Name of Organization: _____

Contact Name: _____ Title: _____

Email: _____ Phone: _____

Description of Project: _____

Role Firm Played in Project: _____

Reference 2

Name of Organization: _____

Contact Name: _____ Title: _____

Email: _____ Phone: _____

Description of Project: _____

Role Firm Played in Project: _____

Reference 3

Name of Organization: _____

Contact Name: _____ Title: _____

Email: _____ Phone: _____

Description of Project: _____

Role Firm Played in Project: _____

SUBMIT THIS FORM WITH BID/PROPOSAL

Attachment F: Key Personnel

Designate the Project Manager/Lead and other Key Personnel for this project. Attach additional sheets as necessary. Attach C.V.s for each individual listed.

Project Manager/Lead

Name: _____ Estimated Time Assigned to this Project: _____

License/Certification/Degree Held: _____

Employment Background:

Most Recent Position Held: _____ Duration: _____

Relevant Experience: _____

Other Personnel

Name: _____ Estimated Time Assigned to this Project: _____

License/Certification/Degree Held: _____

Employment Background:

Most Recent Position Held: _____ Duration: _____

Relevant Experience: _____

Name: _____ Estimated Time Assigned to this Project: _____

License/Certification/Degree Held: _____

Employment Background:

Most Recent Position Held: _____ Duration: _____

Relevant Experience: _____

SUBMIT THIS FORM WITH BID/PROPOSAL

Attachment G: Acknowledgement of Receipt of Addenda**RFP NO.:** BC-21345-C**RFP FOR:** Executive Driving Services**TECHNICAL PROPOSAL DUE DATE:** January 24, 2024**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 _____

Offeror: _____
*Company Name*By: _____
*Signature*Printed Name: _____
*Printed Name*Title: _____
*Title*Date: _____
*Date***SUBMIT THIS FORM WITH BID/PROPOSAL**

Attachment H: Conflict of Interest Affidavit and Disclosure

1. “Conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
2. “Person” includes an Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.
3. The Offeror warrants that, except as disclosed below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
4. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):

5. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Offeror: _____
Company Name

By: _____
Signature

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment I: Non-Disclosure Agreement

FOR REFERENCE ONLY, DO NOT SUBMIT WITH BID/PROPOSAL

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____, 20__ (the “Effective Date”), by and the University of Maryland, Baltimore County, a constituent institution of the University System of Maryland and an instrumentality of the State of Maryland (UMBC) and _____ (Receiving Party). For purposes of this Agreement UMBC and _____ are sometimes collectively referred to as “the Parties” or individually as “a Party”.

A. The Parties intend to enter, or have entered, into contract(s) in connection with services to be provided by Receiving Party to UMBC that will include UMBC’s disclosure of certain Confidential Information.

B. In order to protect the UMBC’s substantial investment in their Confidential Information, the Parties have agreed to abide by the terms and conditions of this Agreement.

For and in consideration of the above premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** The following terms shall have the following meanings when used in this Agreement:

(a) **“Confidential Information”** shall mean the proprietary and confidential data or information of UMBC, which is of tangible or intangible value to UMBC and is not public information or is not generally known or available to UMBC’s clients or competitors but is known only to UMBC and those of its employees, independent contractors, consultants, customers, or agents to whom it must be confided in order to apply it to the uses intended, including, without limitation, data, methods, processes, strategies, plans, financial information, lists of client or prospective clients, marketing methods and business plans gained by the Receiving Party as a result of the Receiving Party’s participation in any contract(s) for services. Confidential Information shall not include information which: (i) at the time of disclosure to Receiving Party is in the public domain through no act or omission of Receiving Party; (ii) as shown by written records, is already known by Receiving Party; or (iii) is revealed to Receiving Party by a third party who does not thereby breach any obligation of confidentiality and who discloses such information in good faith.

(b) **“Entity”** shall mean any person, partnership, joint venture, agency, governmental subdivision, association, firm, corporation or entity.

2. **Nondisclosure; Ownership of Proprietary Property.**

(a) Receiving Party hereby acknowledges that it is in the best business interests of UMBC to insist on the strict confidentiality of any of its Confidential Information that may be disclosed as a result of contract(s) between the Parties.

(b) In recognition of UMBC's need to protect their legitimate business interests, Receiving Party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of UMBC as strictly confidential and wholly owned by UMBC and that Receiving Party will not, for any reason or in any manner, either directly or indirectly, use, sell, lend, lease, distribute, license, give, transfer, assign, show, disclose, disseminate, reproduce, copy, appropriate, or otherwise communicate any such item of information or data to any person or Entity for any purpose other than strictly in accordance with the express terms of this Agreement or any other written agreement between the Parties. With regard to each item of information or data constituting Confidential Information, the covenant in the immediately preceding sentence shall apply at all times the Parties are under contract and for five (5) years after the termination of any contract(s) for services.

(c) Receiving Party shall exercise its best efforts to ensure and maintain the continued confidentiality of all Confidential Information known by, disclosed, or made available to Receiving Party or Receiving Party's employees or personnel during performance of the services subject to any contract between the parties, but never less than the same care and caution Receiving Party affords its own confidential information. Receiving Party shall immediately notify UMBC of any intended or unintended, unauthorized disclosure or use of any Confidential Information by Receiving Party or any other person of which Receiving Party becomes aware. Receiving Party shall assist UMBC, to the extent necessary, in the procurement or any protection of UMBC's rights to or in any of the Confidential Information.

(d) Upon termination of all contract(s) for services, or anytime at the specific request of UMBC, Receiving Party shall return to UMBC all written or descriptive materials of any kind that contain or discuss any Confidential Information, and the confidentiality obligations of this Agreement shall continue until their expiration under the terms of this Agreement.

(e) Receiving Party shall not, at any time, without the prior written consent of UMBC, make any announcement, issue any press release, or make any statement to any third party (except its representatives) with respect to this Agreement, any contract(s) for services with UMBC, or any of the matters disclosed by UMBC.

3. Remedies: Damages, Injunctions and Specific Performance. Receiving Party expressly understands and agrees that the covenants and agreements to be rendered and performed by Receiving Party pursuant to Paragraph 2 are special, unique, and of an extraordinary character, and in the event of any default, breach, or threatened breach by Receiving Party of Paragraph 2, UMBC shall be entitled to such relief as may be available to it pursuant hereto, at law or in equity, including, without limiting the generality of the foregoing, any proceedings to: (i) obtain damages for any breach of this Agreement; (ii) order the specific performance thereof; or (iii) enjoin the breach of such provisions.

4. Binding Effect and Assignability. The rights and obligations of each Party under this Agreement shall inure to the benefit of and shall be binding upon any subsidiary, affiliate, successor or permitted assign of or to the business of such Party, to the extent provided below. Neither this Agreement nor any rights or obligations of either Party under this Agreement shall be transferable or assignable by that Party without the prior written consent of the other Party, and any attempted transfer or assignment of this Agreement by either Party not in accordance herewith shall be null and void.

5. Severability. All paragraphs and subparagraphs of this Agreement are severable, and the unenforceability or invalidity of any of the paragraphs or subparagraphs of this Agreement shall not affect the validity or enforceability of the remaining paragraphs or subparagraphs of this Agreement, but such remaining paragraphs or subparagraphs shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.

Attachment J: UMBC Contract Agreement

FOR REFERENCE ONLY, DO NOT SUBMIT WITH BID/PROPOSAL

CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND
XXXXX

By this Contract made as of the _____, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, and instrumentality and agency of the State of Maryland (“UMBC” or “State”), 1000 Hilltop Circle, Baltimore, Maryland 21250, USA, and **XXX** (“Contractor”), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on **XXXX** and end on **XXX** unless otherwise extended, expired, or terminated pursuant to this Contract or as a matter of law. This contract may be renewed for **XXX** at UMBC’s sole option and discretion.
2. **SCOPE OF CONTRACT:** The Contractor shall provide **XXXX**. These obligations and duties are subject to the unilateral right of UMBC to order, in writing, changes in the work within the scope of the Contract.
3. **COMPENSATION, INVOICING AND METHOD OF PAYMENT:**
 - 3.1 As compensation for satisfactory performance of the Services and Work described in Paragraph 2, above, UMBC will pay the Contractor **XXXX**.
 - 3.2 Payment will be made on a monthly basis in accordance with the terms and conditions set forth in this Contract.
 - 3.3 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after UMBC’s receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor’s federal tax identification number.
 - 3.4 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. UMBC is generally exempt from such taxes and Contractor agrees not to charge UMBC for such taxes in accordance with applicable law. UMBC will provide exemption certificates upon request. Charges for late payment of invoices are prohibited, other than as prescribed by the Maryland Code, State Finance and Procurement Article, §15-101 et seq., as amended.
4. **RESPONSIBILITY OF CONTRACTOR:**
 - 4.1 The Contractor shall perform the Work with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the Work hereunder.
 - 4.2 Notwithstanding any review, approval, acceptance, or payment for the Services by UMBC, the Contractor shall be responsible for professional and technical accuracy of the Work furnished by the Contractor under this Contract.
 - 4.3 The Contractor shall perform the Work as described in these Contract Documents. Work shall be performed in accordance with the schedule included in these Contract Documents, or, if such schedule is not included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to these Contract Documents. The Contractor shall perform the Work as expeditiously as is consistent with good professional skill and care and the orderly progress of the Work.

5. **SUBCONTRACTING AND ASSIGNMENT:**

5.1 Except as explicitly set forth in this Contract, Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of UMBC, nor may Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMBC. Such written approval will be in the form of a modification to this Contract. UMBC shall not be responsible for the fulfillment of Contractor's obligations to subcontractors. Any such subcontract shall be subject to any supplemental terms and conditions, in addition to the terms and condition herein, that UMBC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to UMBC for acts and omissions of subcontractors.

5.2 Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets, or via a merger, with notice to UMBC. Contractor may designate a third party to receive payment without UMBC's prior written consent unless in conflict with Maryland or federal law, but shall provide UMBC with written notification thereof.

6. **PUBLICITY/USE OF NAME AND LOGO:**

6.1 Contractor is authorized to identify UMBC as a party to this Contract for the purpose of identifying UMBC as a customer to potential customers. However, any other use of UMBC's name promotionally or otherwise in connection with Contractor's business or the subject matter of this Contract is prohibited without the prior written consent of UMBC.

6.2 This Contract does not include a trademark license. Except as allowed by law for limited informational purposes, UMBC grants no rights to use any of its trademarks or service marks, for any purpose, without the prior and explicit written permission of UMBC. Under no circumstances does UMBC grant the right to use its logos or marks or any related products or services.

6.3 Any violation of this Section 6 will be considered a material breach of this Contract and grounds for its immediate termination in UMBC's sole discretion.

7. **TIME IS OF THE ESSENCE:** For all those sections of this Contract where a number of days or time frame is required, Contractor acknowledges and agrees that time is of the essence as to the production and delivery of all products and services hereunder.

8. **DELAYS AND EXTENSIONS OF TIME:** Contractor agrees to prosecute the Work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the Work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an agreement with the State or UMBC, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Contractor or the subcontractors or suppliers. If Contractor is unable to perform its obligations under this Contract for ten (10) days, unless another time duration is mutually agreed, due to a Force Majeure, then UMBC may terminate this Contract.

9. **SUSPENSION OF WORK:** The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of UMBC. Such suspension, delay, or interruption may be subject to applicable fees and expenses incurred by the Contractor. Such fees and expenses, if any, will be subject to negotiation between UMBC and the Contractor.

10. **INSURANCE:**

10.1 Contractor shall secure, and shall require that subcontractors secure, pay the premiums for and keep in force until the expiration of this Contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by Contractor under this Contract inclusive of the requirements below:

Commercial General Liability Insurance including all extensions

- Not less than \$2,000,000 each occurrence;
- Not less than \$2,000,000 personal injury;
- Not less than \$2,000,000 products/completed operation; and
- Not less than \$2,000,000 general aggregate.

Worker's Compensation and Unemployment Insurance as required by the laws of the State of Maryland.

Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.

If automotive equipment is used, automobile bodily injury liability insurance with limits not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000.

Professional Liability or Technology Errors and Omissions insurance in an amount not less than \$2,000,000

Limits of insurance may be achieved either singularly or by combination of applicable coverages.

10.2 All policies for liability protection, bodily injury, or property damage and fiduciary bonding must specifically name on its face the State of Maryland, the University System of Maryland, and UMBC as an additional named insured with respect to operations under this Contract, including but not limited to Contractor's data center or other premises where UMBC's data is stored, provided, however, with respect to Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of UMBC and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees, or guests of UMBC.

10.3 Contractor will take commercially reasonable and practical steps to ensure that each insurance policy contains endorsements, identical to, or nearly identical to, the following: "It is understood and agreed that the Insurance Company shall notify the UMBC Procurement Officer in writing forty-five days (45) in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A- or better."

11. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:** If the Maryland 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 UMBC's rights or Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both Contractor and UMBC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. UMBC shall notify 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.

12. **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, UMBC may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. UMBC 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 UMBC can affirmatively collect damages. If the Services were pre-paid, then the Contractor shall reimburse UMBC for unused portions of the Service or Term, adding the amount of damages caused by Contractor's breach. 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.

13. **TERMINATION FOR CONVENIENCE:** The Contractor's performance under this Contract may be terminated by UMBC, in accordance with this clause in whole, or from time to time in part, whenever UMBC shall determine that such termination is in the best interest of UMBC. UMBC 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.

14. **INSOLVENCY:** Either party may terminate this Contract if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

15. **SURVIVAL AFTER EXPIRATION OR TERMINATION:** Notwithstanding the expiration or termination of this Contract or any renewal period hereof, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination will survive including, without limiting the foregoing, the following sections:

Indemnification
Limitation of Liability
Representations and Warranties

16. **INDEMNIFICATION:**

16.1 In addition to the obligations to indemnify set forth elsewhere in this Contract, Contractor will indemnify and hold harmless UMBC, its officers, employees, students, contractors, and agents, from and against any and all claims, suits, proceedings, costs, losses, damages, injury, liabilities, expenses, demands, and judgements, including court costs, attorney's fees, and other reasonable expenses of litigation, (collectively, a "Claim") arising directly out of Contractor's operations and/or Services under this Contract, including operation of equipment or vehicles, and wrongful or tortious acts of omission, commission, or negligence by Contractor, its employees, contractors, or agents when engaged in Contractor operations under this Contract, and including the disclosure of user personally identifiable data or Confidential Information, either during the term of this Contract or at any time thereafter, if such disclosure occurred as a result of negligence by Contractor, its employees, contractors, or agents, and provided that UMBC: (a) notifies Contractor promptly in writing of any such Claim, and (b) reasonably cooperates with Contractor in defending any such Claim. Additionally, the Contractor shall reimburse, indemnify and hold harmless UMBC for all loss to UMBC resulting from the non-performance of this Contract, except those losses otherwise specifically excluded by UMBC.

16.2 Contractor will defend and indemnify UMBC for any Claim brought against UMBC alleging that Contractor-owned Materials infringes any U.S. patent, copyright, trademark, or other proprietary right, and shall pay any Claim against UMBC, including all court awarded costs, damages and expenses, which result from any such Claim, provided that UMBC: (a) notifies Contractor promptly in writing of any such claim or proceeding, and (b) reasonably cooperates with Contractor in defending any such claim or proceeding.

16.3 If UMBC's use of Contractor-owned Materials or Services becomes, or, in Contractor's opinion, is likely to become, enjoined as a result of a claim pursuant to alleged-infringement of any third party's proprietary rights, Contractor, at Contractor's expense, shall either procure UMBC the right to continue using the Contractor-owned Materials or Services, or replace or modify the same so that it becomes non-infringing (provided replacement or modified Contractor-owned Materials or Services have substantially comparable functionality to the original Materials or Service) or, in the event performing the foregoing options are not commercially reasonable, refund to UMBC the fees paid for the particular Materials or Services out of which the claim arose.

16.4 UMBC shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract. Contractor agrees that any obligation of UMBC, as agency of the State of Maryland, under this Contract is subject to the limitations of liability that apply to agencies of the State of Maryland and other limitations of liability set forth in this Contract or by law.

17. **LIMITATION OF LIABILITY:** EXCEPT WHERE THE SAME RESULTS FROM CONTRACTOR'S BREACH OF ANY PRIVACY, CONFIDENTIALITY, OR OTHER LAW, CONTRACTOR'S REPRESENTATIONS OR WARRANTIES, CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, OR FOR ANY DAMAGES INCURRED AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, (A) NEITHER UMBC NOR CONTRACTOR SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, AND LOSS OF GOODWILL, WHETHER IN CONTRACT OR IN TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) CONTRACTOR'S LIABILITY IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY UMBC UNDER THIS CONTRACT DURING THE TERM OF THIS CONTRACT OR \$500,000, WHICHEVER IS GREATER.

18. **DISPUTE RESOLUTION:**

18.1 Contractor and UMBC agree to work in good faith to resolve between them all disputes and claims arising out of or relating to this Contract, the parties' performance under it, or its breach. Contractor and UMBC will each designate an officer or other management employee to meet in good faith and attempt to resolve the dispute. During their discussions, each party will honor the other's reasonable requests for information relating to the dispute or claim. Failure to do so shall not be a breach of this Contract but shall indicate that the parties are unable to resolve their dispute.

18.2 Pending resolution of a claim, Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

19. **NON-HIRING OF UNIVERSITY EMPLOYEES:** No current employee of UMBC, 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 herein contracting with UMBC.

20. **ETHICS:** This Contract is cancelable in the event of a violation of the Maryland Public Ethics Laws by Contractor or any UMBC employee in connection with this Contract.

21. **ANTI-BRIBERY:** Contractor warrants that neither it nor any of its officers, directors, or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

22. **PROHIBITION ON GIFTS AND GRATUITIES:** Contractor warrants that it has not offered or given, and will not offer or give to any employee or representative or family member of a UMBC employee a payment, gratuity, personal service, entertainment, or gift, other than novelty advertising items of a nominal value (i.e., pens, pencils, calendars, writing pads, clipboards, cups). Legitimate business-related activities (i.e., site inspections, business symposiums, business meals and other Contractor functions) are allowed. Any other offerings may be construed as Contractor's attempt to improperly influence decisions at UMBC. Contractor agrees that UMBC may, by written notice to Contractor, terminate this Contract if UMBC determines that Contractor has violated this Section.

23. **CONTINGENT FEE PROHIBITION**: The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, 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 Contract.
24. **MARYLAND LAW**: The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract. Following exhaustion of the procedures set forth in the Dispute Resolution Section, any subsequent legal actions arising under this Contract will be instituted only in the courts of the State of Maryland.
25. **FORCE MAJEURE**: If either party's performance 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, Acts of God, riots, strikes, labor difficulties, pandemic, epidemics, earthquakes, any act or order of any public authority, 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 shall be excused and neither party will have any liability in connection therewith.
26. **WAIVER OF JURY**: UMBC 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. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UMBC 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.
27. **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 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.
28. **AMERICANS WITH DISABILITY ACT AND ACCESSIBILITY**: Contractor represents and warrants that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) as well as all applicable federal and state laws and regulations, guidelines and interpretations including but not limited to the National Rehabilitation Act Section 508 as amended. Contractor represents and warrants, as applicable, that the Services, Work, and/or Deliverables comply with Web Content Accessibility Guidelines (WCAG) Version 2.0 Level AA, and that it shall provide written documentation verifying accessibility, promptly respond to and resolve accessibility complaints received from UMBC, and indemnify and hold UMBC harmless in the event of claims arising from inaccessibility.
29. **CIVIL RIGHTS ACT 1964**: A Contractor providing materials, equipment, supplies or services to the State under this Contract herewith assures the State that the Contractor is 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.

30. **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.

31. **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 UMBC, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of UMBC or the State of Maryland, including the Procurement Officer or designee, at all reasonable times. Upon demand of UMBC, Contractor will deliver a copy of records of use to UMBC. Compliance with this Section shall not be deemed a breach of any confidentiality obligations provided for herein.

32. **RELATIONSHIP OF THE PARTIES:** Each party is acting as an independent contractor and not as employee, agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Contract, neither party will have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

33. **NO THIRD PARTY BENEFICIARIES:** This Contract is only for the benefit of the undersigned parties and their permitted successors and assigns.

34. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:

34.1 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;

34.2 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;

34.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

34.4 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.

35. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Maryland Code, State Finance and Procurement Article, Section 11-206, 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.

36. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of the Maryland Code, State Finance and Procurement Article, Section 13-221 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 \$200,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

37. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Maryland Code, Election Law Article, Sections 14-101 through 14-104, 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 \$200,000 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.

38. **SET-OFF:** UMBC or the State of Maryland may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by UMBC 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.

39. **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.

40. **CONTRACT CONTROLS:** It is mutually agreed that any attached contract, or addenda thereto, by and between UMBC 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.

41. **ENTIRE AGREEMENT:**

41.1 The parties agree that this Contract, including the Bid document and Contractor Proposal, constitutes the entire, complete and exclusive statement of the agreement between them as to the specific subject matter hereof and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations. 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.

41.2 This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.

41.3 The heading appearing at the beginning of the several sections making up this Contract have been inserted for identification and reference purposes only and will not be used in the construction and interpretation of this Contract.

41.4 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.

41.5 Except as required by law, the failure of either party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions.

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

42.1 The use or execution by UMBC 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 UMBC to the Contractor, shall not bind UMBC to any of the terms and conditions contained therein except those provisions:

42.1.1 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

42.1.2 not otherwise inconsistent with the Contract Documents.

42.2 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:

- a. 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
- b. the document is executed on behalf of UMBC by the procurement officer; and
- c. execution of the document is approved by the procurement authority whose approval is required by law.

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.

Signature

XXXX

Date

Signature

University of Maryland, Baltimore County

XXXX

Date