



INVITATION FOR BID  
FOR  
AIR FILTER MAINTENANCE

RFP NUMBER: BC-21387-J  
ISSUED: AUGUST 5, 2024

**Procurement/Issuing Office:** Department of Procurement & Strategic Sourcing  
University of Maryland, Baltimore County  
Administration Building, 7<sup>th</sup> Floor  
1000 Hilltop Circle  
Baltimore, MD 21250

**Contract Management:** Facilities Management  
University of Maryland, Baltimore County  
1000 Hilltop Circle  
Baltimore, MD 21250

# Scope of Contract

**UMBC** is presently seeking a filter service contract to change filters in approximately thirty-three (33) buildings throughout the campus.

Listed below are specifications, requirements, and procedures the contractor must be capable of providing. This agreement is anticipated to commence on **September 1, 2024**, for one year. This agreement shall have five (5), one (1) year renewal options at the sole discretion of the University. If either party decides not to renew the contract option in any given renewal year of the possible five (5) one-year renewal terms, this party must notify the other to the contrary, through written notice, at least thirty (30) days in advance of renewal date. This is a fixed price contract.

- 1) Supply all necessary labor and material to meet the requirements for servicing the filters.
- 2) Contractor is responsible for removal and disposal of dirty filters at an off-site facility at no extra charge to the university.
- 3) Contractor must vacuum filter racks when changing final filters and is responsible for cleaning the area upon work completion.
- 4) Contractor must notify an **UMBC** representative 48 hours prior to coming on campus to service filters.
- 5) Contractor's personal shall wear uniforms, which shall display the person's name and the name of the company.
- 6) Contractor shall sign out a set of keys from the Central Plant location between the hours of 07:00 AM to 4:00 PM each day. Keys shall be turned in at the end of each day prior to leaving the campus.
- 7) Contractor must provide and install filter log labels on each air handler they service under the contract. Log labels must show the following:
  - A) Date filters were serviced
  - B) Identify filters serviced.
  - C) Pressure drop across all 12" filters
  - D) Name of technician who serviced filters. Clearly written.
- 8) Contractor must also have a detailed service ticket that shall be signed on a daily basis by a **UMBC** representative prior to leaving campus. Service tickets must have the following information:
  - A) Name and address of company
  - B) Instructions/Reported Problems
  - C) Description of work performed in detail
  - D) Resolution / Recommendations / Actions Required

- E) Material description in detail showing air handler number, quantity, size, and type of filter used.
  - F) Labor description in detail showing number of people, hours worked, and mileage.
  - G) Signature and date of **UMBC** representative as well as signature and date of contractor's representative.
- 9) Contractor must provide filter change service for pleat filters two (2) times per year, and Ridged Mini-pleat MERV14 filters when pressure drop is greater than 1.5" as measured with pre-filters removed. Bio Science, Daycare, Physics, Commons (AHU #1), Dining hall fan coil wing units and Chemistry Building pleat filters shall be changed four (4) times per year.
- 10) Contractor must be capable of meeting attached filter specification/requirements.
- 11) Contractor shall provide a contact person who is totally responsible for the **UMBC** filter project/contract.
- 12) Contractor shall perform filter service in accordance with an agreed upon schedule between **UMBC** and the contractor.
- 13) **The University reserves the right to cancel any resulting contract/agreement should services prove to be unsatisfactory within thirty (30) days of written notice.**
- 14) The contractor shall notify the Central Plant prior to stopping/starting any equipment.
- 15) The unit pricing shall include labor and material. The total shall include all the labor and material. The pricing shall include pleat filters changed two (2) times per year and Ridged Mini-Pleat filters when pressure drop of filters exceeds 1.5".
- 16) Filter sizes and counts as listed are for reference only; it shall be the contractor's responsibility for correct sizes and quantities.
- 17) It is the intent of this contract to replace all bag type filters and all 12" filters currently in place with MERV 14 Ridged Mini-Pleat filters as listed on filter list. The contractor will be responsible for ensuring all filters fit properly into filter racks and that there are no air leaks at filter seals.
- 18) A certificate of insurance shall be required with pricing.
- 19) The contractor shall supply at their expense, employees that can read, write, and understand and speak English, as **UMBC** is one of three facilities in the state of Maryland that uses High Temperature Hot Water on the majority of the mechanical equipment.
- 20) *Deadline for questions is **Monday, August 12, 2024 at 4:00 PM.** Questions are to be submitted in writing to Robert Johnson at [rjohns12@umbc.edu](mailto:rjohns12@umbc.edu)*
- 21) *Bids must be sent by email to Robert Johnson at [rjohns12@umbc.edu](mailto:rjohns12@umbc.edu) no later than 4:00 PM on **Monday, August 19, 2024.** Late bids will not be accepted.*

22) All USM institutions have the option of using the terms and conditions of this contract.

# Pleat Requirements High Capacity Type

## 1.0 General/Filter Construction:

- 1.1 Filters shall have radial wedge pleats minimize end losses and reduces pressure drop.
- 1.2 Filters shall have expanded metal grid that will prevent media flutter while in operation.
- 1.3 Filters shall have diagonal and horizontal support members that provide frame strength.
- 1.4 Filter media shall be sealed to eliminate air bypass.
- 1.5 Filter average ASHRAE efficiency shall be 25 – 30%.
- 1.6 Filter average resistances shall be 90 – 92%.
- 1.7 Medium efficiency filters shall have extended surface pleated type.
- 1.8 Filter sizes and capacities shall be as scheduled.
- 1.9 Filters shall be UL 900 Class 1 or 2 listed.
- 1.10 Filters shall be constructed of reinforced, non-woven cotton/synthetic blend media laminated to an expanded metal grid on the air leaving side and formed into radial wedge pleats.
- 1.11 Frame shall be moisture-resistant carrier board with horizontal and diagonal support members on the upstream and downstream sides, and shall have locking corners.

## 2.0 Performance:

- 2.1 Initial and final resistances shall not exceed the scheduled values.
- 2.2 Media area must equal or exceed that of the specified filter.
- 2.3 The average atmospheric dust spot efficiency shall be 25-30% as determined by ASHRAE Standard 52.2 test methods. The filters being provided must meet the minimum efficiency rating value (MERV). An ASHRAE 52.2 test report from an independent laboratory must be submitted on each filter. Example: 24x24x2 Pleated Filter should have a MERV 8 value.
- 2.4 The manufacturer/supplier shall guarantee performance as stated in the literature within tolerances as outlined in Section 7.4 of ARI Standard 850.
- 2.5 Filter requirements are written around Flander Precision Aire.

# Ridged Mini-Pleat Filter Requirements

## 1. General/Filter Construction:

- 1.1 Filters shall be MERV 14 with 8-panel construction.
- 1.2 Filter must fit properly in filter rack
- 1.3 Each filter shall consist of 8 pleated media packs assembled into 4 V-banks within a totally plastic frame. The filters shall be capable of operating at temperatures up to 176 degrees Fahrenheit
- 1.4 The frame molded end panels are to be made of high impact polystyrene plastic. The center support members shall be made of ABS plastic. No metal components are to be used.
- 1.5 Media The media shall be made of micro glass fibers with a water repellent binder. The media shall be a dual density construction, with coarser fibers on the air entering side and finer fibers on the air leaving side.
- 1.6 Separators The media shall be pleated using separators made of continuous beads of low profile thermoplastic material.
- 1.7 Media Pack Bond The media packs shall be bonded to the structural support members at all points of contact, this improves the rigidity as well as eliminates potential air bypass in the filter.

## 2.0 Performance:

- 2.1 Filter shall have a minimum operating velocity of 750 FPM
- 2.2 Filters of the size and air flow capacity shall meet the following rated performance specifications based on the ASHRAE 52.2 test method. Pertinent tolerances specified in Section 7.4 of the Air-Conditioning and Refrigeration Institute (ARI) Standard 850-93 shall apply to the performance ratings. All testing is to be conducted on filters with a nominal 24" x 24" face dimension.

Minimum Efficiency Reporting (MERV)	14
Nominal Size (Width x Height x Depth)	24x24x12
Rated Air Flow Capacity (CFM)	2,000
Final Resistance (In W. G.)	2.0
Rated Initial Resistance (In W. G.)	0.36
Gross Media Area (Sq. Ft. for 24x24)	197

- 2.3 The filters shall be UL Classified and Listed by Underwriters' Laboratories, Inc. when tested according to U. L. Standard 900 and CAN 4-S111.

Building:	Unit or Location	Size	Type	Quantity	Frequency	Total
Academic IV Sherman Hall:		24x24x2	MERV 8 Pleat	30	2	60
Academic IV Sherman Hall:		24x24x2	Ridged Mini-Pleat	30	1	30
Academic IV Sherman Hall:	AHU-1-877W	TBDX2	MERV 8 Pleat	TBD	4	50 SQFT
Academic IV Sherman Hall:	AHU-1-877W	TBDX12	Ridged Mini-Pleat	TBD	1	50 SQFT
Academic IV Sherman Hall:	AHU-1-877W	TBDX2	MERV 8 Pleat	TBD	4	50 SQFT
Academic IV Sherman Hall:	AHU-2-877-E	TBDX2	MERV 8 Pleat	TBD	4	50 SQFT
Academic IV Sherman Hall:	AHU-2-877-E	TBDX12	Ridged Mini-Pleat	TBD	1	50 SQFT
Academic IV Sherman Hall:	AHU-2-877-E	TBDX2	MERV 8 Pleat	TBD	4	50 SQFT
Academic IV Sherman Hall:	AHU-3-877E	TBDX2	MERV 8 Pleat	TBD	4	18.9SQFT
Academic IV Sherman Hall:	AHU-3-877E	TBDX4	Ridged Mini-Pleat	TBD	1	18.9SQFT
Academic IV Sherman Hall:	AHU-4-877-W	TBDX2	MERV 8 Pleat	TBD	4	30.4 SQFT
Academic IV Sherman Hall:	AHU-4-877-W	TBDX4	Ridged Mini-Pleat	TBD	1	30.4SQFT
Administration:		24x24x2	MERV 8 Pleat	17	2	34
Administration:		12x24x2	MERV 8 Pleat	3	2	6
Administration:		24x24x12	Ridged Mini-Pleat	17	DP > 1.5"	17
Administration:		12x24x12	Ridged Mini-Pleat	3	DP > 1.5"	3
Administration:	UNIT 3	1-16x24x2	MERV 8 Pleat	1	2	2
Administration:		20x24x2	MERV 8 Pleat	1	2	2
Alumni House:	AHU BSMT (LENNOX)	20x25x1	MERV 8 Pleat	1	2	2
Alumni House:	AHU ATTIC KITCHEN	18x20x1	MERV 8 Pleat	1	2	2
Bio Science:		24x24x2	MERV 8 Pleat	70	4	280
Bio Science:		24x24x12	Ridged Mini-Pleat	70	DP > 1.5"	140
Bio Science:		24x24x4	MERV 8 Pleat	65	4	260
Central Plant:		16x20x2	MERV 8 Pleat	8	2	16
Central Plant:		16x25x2	MERV 8 Pleat	4	2	8
Central Plant:	7 ton Daikin RTU Police Roof	TBD	TBD		2	
Center for Well Being:		18x24x2	MERV 8 Pleat	36	4	144
Center for Well Being:		18x24x4	MERV 14 Pleat	36	2	72

Building:	Unit or Location	Size	Type	Quantity	Frequency	Total
Meyerhoff Chemistry:		24x24x2	MERV 8 Pleat	101	4	404
Meyerhoff Chemistry:		24x24x12	Ridged Mini-Pleat	99	DP > 1.5"	99
Meyerhoff Chemistry:		22-3/4x24x2	MERV 8 Pleat	8	4	32
Meyerhoff Chemistry:		24x24x12	Ridged Mini-Pleat	8	DP > 1.5"	16
Meyerhoff Chemistry:		12x24x2	MERV 8 Pleat	26	4	104
Meyerhoff Chemistry:		12x24x12	Ridged Mini-Pleat	24	DP > 1.5"	24
Meyerhoff Chemistry:		20x24x2	MERV 10 Pleat	7	4	28
Meyerhoff Chemistry:		20X24X12	Ridged Mini-Pleat	3	DP > 1.5"	3
Meyerhoff Chemistry:		12x20x2	MERV 10 Pleat	4	4	16
Daycare:	AHU #1 (CARRIER)	20x25x4	MERV 8 Pleat	1	4	4
Daycare:	AHU #2 (CARRIER)	20x25x4	MERV 8 Pleat	1	4	4
Dining Hall:		24x24x2	MERV 8 Pleat	20	2	40
Dining Hall:		20x20x2	MERV 8 Pleat	12	2	24
Dining Hall:		16x20x2	MERV 8 Pleat	20	2	40
Dining Hall:		20x25x2	MERV 8 Pleat	4	2	8
Dining Hall:		15x20x2	MERV 8 Pleat	4	2	8
Dining Hall:	RTU (TRANE)	14x25x2	MERV 8 Pleat	6	4	24
Dining Hall:	WING #1	9-7/8X42-1/2X1	MERV 8 Pleat	35	2	70
Dining Hall:	WING #3	7.75x43.75x1	MERV 8 Pleat	17	4	68
Engineering/Computer Science:		20x24x4	MERV 8 Pleat	100	2	200
Engineering/Computer Science:		20x24x12	Ridged Mini-Pleat	100	DP > 1.5"	100
Facilities Management:		16x16x2	MERV 8 Pleat	12	2	24
Facilities Management:		16x20x2	MERV 8 Pleat	20	2	40
Facilities Management:		16x25x2	MERV 8 Pleat	7	2	14
Facilities Management:		16x25x1	MERV 8 Pleat	1	2	2
Facilities Management:		16x32x1	MERV 8 Pleat	1	2	2
Facilities Management:		24x24x2	MERV 8 Pleat	2	2	4
Facilities Management:		24x24x12	Ridged Mini-Pleat	2	DP > 1.5"	4
Facilities Management:		20x20x2	MERV 8 Pleat	1	2	2



<b>Building:</b>	<b>Unit or Location</b>	<b>Size</b>	<b>Type</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Total</b>
Fine Arts:		24x24x2	MERV 8 Pleat	105	2	210
Fine Arts:		24x24x12	Ridged Mini-Pleat	104	DP > 1.5"	104
Fine Arts:		18X25X2	MERV 10 Pleat	2	2	4
Fine Arts:		20X25X2	MERV 10 Pleat	4	2	8
Fine Arts:		16X20X2	MERV 10 Pleat	24	2	48
Fine Arts:		20X24X2	MERV 10 Pleat	36	2	72
Fine Arts:		20X20X12	Ridged Mini-Pleat	10	DP > 1.5"	10
Fine Arts:		20X24X12	Ridged Mini-Pleat	20	DP > 1.5"	20
Greenhouse:	RTU #1 (TRANE)	20x30x1	MERV 8 Pleat	2	2	4
Interdisciplinary Life Science:		24x24x4	MERV 10 Pleat	147	4	588
Interdisciplinary Life Science:		24x24x12	Ridged Mini-Pleat	78	DP > 1.5"	78
Information Tech & Engineering		24x24x2	MERV 8 Pleat	120	2	240
Information Tech & Engineering:		24x24x12	Ridged Mini-Pleat	120	DP > 1.5"	120
Lecture Hall:		16x20x2	MERV 8 Pleat	1	2	2
Lecture Hall:		16x25x2	MERV 8 Pleat	2	2	4
Lecture Hall:		20x20x2	MERV 8 Pleat	1	2	2
Lecture Hall:		20x25x2	MERV 8 Pleat	2	2	4

<b>Building:</b>	<b>Unit or Location</b>	<b>Size</b>	<b>Type</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Total</b>
Albin O. Kuhn Library Phase I:		24x24x2	MERV 8 Pleat	46	2	92
Albin O. Kuhn Library Phase I:		24x24x12	Ridged Mini-Pleat	36	DP > 1.5"	36
Albin O. Kuhn Library Phase I:		20x24x2	MERV 8 Pleat	6	2	12
Albin O. Kuhn Library Phase I:		20x20x2	MERV 8 Pleat	2	2	4
Albin O. Kuhn Library Phase I:		24x24x12	Ridged Mini-Pleat	5	DP > 1.5"	5
Albin O. Kuhn Library Phase I:		20x24x12	Ridged Mini-Pleat	6	DP > 1.5"	6
Albin O. Kuhn Library Phase I:		20x20x12	Ridged Mini-Pleat	2	DP > 1.5"	2
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Albin O. Kuhn Library Phase II:		24x24x2	MERV 8 Pleat	44	2	88
Albin O. Kuhn Library Phase II:		24x24x12	Ridged Mini-Pleat	36	DP > 1.5"	36
Albin O. Kuhn Library Phase II:		12x24x2	MERV 8 Pleat	5	2	10
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Albin O. Kuhn Library Phase III:		24x24x2	MERV 8 Pleat	84	2	168
Albin O. Kuhn Library Phase III:		24x24x12	Ridged Mini-Pleat	84	DP > 1.5"	84
Albin O. Kuhn Library Phase III:		12x24x2	MERV 8 Pleat	14	2	28
Albin O. Kuhn Library Phase III:		12x24x12	Ridged Mini-Pleat	14	DP > 1.5"	14
Albin O. Kuhn Library Phase III:		16X25X2	MERV 10 Pleat	9	2	18
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Math – Psychology:		24x24x2	MERV 8 Pleat	40	2	80
Math – Psychology:		24x24x12	Ridged Mini-Pleat	40	DP > 1.5"	40
Math – Psychology:		24x24x12	Ridged Mini-Pleat	12	DP > 1.5"	12

Building:	Unit or Location	Size	Type	Quantity	Frequency	Total
PAHB:		12x24x2	MERV 8 Pleat	20	4	80
PAHB:		12x24x4	MERV 13 Pleat	3	1	3
PAHB:		20x20x12	Ridged Mini-Pleat	8	1	8
PAHB:		16x20x2	MERV 8 Pleat	3	4	12
PAHB:		16x 25x2	MERV 8 Pleat	40	4	160
PAHB:		24x24x12	Ridged Mini-Pleat	83	DP > 1.5"	166
PAHB:		20x20x2	MERV 8 Pleat	9	4	36
PAHB:		20x24x2	MERV 8 Pleat	6	4	24
PAHB:		20X25x2	MERV 8 Pleat	27	4	108
PAHB:		24x24x2	MERV 8 Pleat	103	4	412
PAHB:		8.75x61-1/2x1	MERV 8 Pleat	1	4	4
PAHB:		16x 20x4	MERV 13 Pleat	2	1	2
PAHB:		20x24x4	MERV 13 Pleat	6	1	6
PAHB:		16x25x4	MERV 13 Pleat	8	1	8
PAHB:		20x 25x4	MERV 13 Pleat	6	1	6
PAHB:		12x24x12	Ridged Mini-Pleat	5	DP > 1.5"	5
Physics:		20x25x2	MERV 8 Pleat	87	4	348
Physics:		20x24x12	Ridged Mini-Pleat	25	DP > 1.5"	25
Physics:		20x20x12	Ridged Mini-Pleat	24	DP > 1.5"	24
Physics:		16X20x2	MERV 8 Pleat	2	4	8
Physics:		16x 25x2	MERV 8 Pleat	7	4	28
Physics:		24x24x12	Ridged Mini-Pleat	10	DP > 1.5"	20
Physics:		20x20x2	MERV 8 Pleat	2	4	8
Pool:		20x25x2	MERV 8 Pleat	28	2	56
Pool:		20X24X2	MERV 8 Pleat	8	2	16
Public Policy:		24x24x2	MERV 8 Pleat	40	2	80
Public Policy:		24x24x12	Ridged Mini-Pleat	40	DP > 1.5"	40

Building:	Unit or Location	Size	Type	Quantity	Frequency	Total
RAC:		16x25x2	MERV 8 Pleat	26	2	52
RAC:		20x20x2	MERV 8 Pleat	2	2	4
RAC:		24x24x2	MERV 8 Pleat	3	2	6
RAC:		12x24x2	MERV 8 Pleat	3	2	6
RAC:		20x25x2	MERV 8 Pleat	38	2	76
RAC:		14x25x2	MERV 8 Pleat	4	2	8
RAC:	New Weight Room 063	20X20X1	MERV 8 Pleat	4	2	8
ROC:		12X24X2	MERV 10 Pleat	4	2	8
ROC:		24X24X2	MERV 10 PLEAT	46	2	92
ROC:		12x24x2	RIGID	2	1	2
ROC:		24x24x12	Ridged Mini-Pleat	42	DP > 1.5"	42
Schwartz Hall:		24x24x2	MERV 8 Pleat	55	2	110
Schwartz Hall:		24x24x12	Ridged Mini-Pleat	55	1	55
Schwartz Hall:		16x20x2	MERV 8 Pleat	8	2	16
Sondheim:		24x24x2	MERV 8 Pleat	20	2	40
Sondheim:		24x24x12	Ridged Mini-Pleat	20	DP > 1.5"	20
Sondheim:		20x20x2	MERV 8 Pleat	2	2	4
Sondheim:		16x20x2	MERV 8 Pleat	12	2	24
Sports House:	FCU BSMT (CARRIER)	16x25x1	MERV 8 Pleat	2	2	4
Stadium:	RTU (AAON)	12x24x2	MERV 8 Pleat	24	2	48
Stadium:		24x24x4	MERV 10 Pleat	4	2	8
The Commons		24x24x2	MERV 8 Pleat	118	2	236
The Commons		24x24x12	Ridged Mini-Pleat	118	DP > 1.5"	118
The Commons		24x24x4	MERV 8 Pleat	16	4	64
The Commons		24x24x12	Carbon Box	90	1	90

Building:	Unit or Location	Size	Type	Quantity	Frequency	Total
TRC:		24x24x2	MERV 8 Pleat	24	2	48
TRC:		24x24x12	Ridged Mini-Pleat	24	DP > 1.5"	28
TRC:	GOVAIR RTU	24x24x2	MERV 8 Pleat	4	2	8
TRC:	GOVAIR RTU	24x24x12	Ridged Mini-Pleat	4	DP > 1.5"	8
TRC:	RTU #1 (CARRIER)	20x25x1	MERV 8 Pleat	1	2	2
TRC:	RTU #1 (CARRIER)	16x25x1	MERV 8 Pleat	1	2	2
TRC:	RTU #2 (CARRIER)	20x25x1	MERV 8 Pleat	1	2	2
TRC:	RTU #2 (CARRIER)	16x25x1	MERV 8 Pleat	1	2	2
TRC:	MOCVD RTU (YORK)	24x24x2	MERV 8 Pleat	4	2	8
TRC:		24x24x12	Ridged Mini-Pleat	4	DP > 1.5"	4
TRC:	RAOS LAB AHU (TRANE)	16x20x2	MERV 8 Pleat	4	2	8
TRC:	RTU (TRANE)	20x20x2	MERV 8 Pleat	2	2	4
TRC:	RTU (TRANE)	20x25x2	MERV 8 Pleat	4	2	8
University Center:	AHU # 1 & 2	24x24x2	MERV 8 Pleat	27	2	54
University Center:	AHU # 3	20x20x2	MERV 8 Pleat	4	2	8
University Center:	AHU # 3	20x25x2	MERV 8 Pleat	2	2	4
University Center:	AHU # 3	20x20x4	MERV 11	4	2	8
University Center:	AHU # 3	20x25x4	MERV 11	2	2	4
University Center:	AHU # 4	16x25x2	MERV 8 Pleat	2	2	4
University Center:	AHU # 4	20x25x4	MERV 8 Pleat	2	2	4
University Center:	AHU #5A	20x20x2	MERV 8 Pleat	1	2	2
University Center:	AHU #5A	20x25x2	MERV 8 Pleat	1	2	2
University Center:	AHU #5B	20x20x2	MERV 8 Pleat	1	2	2
University Center:	AHU #5B	20x20x2	MERV 8 Pleat	1	2	2
Warehouse:		20x20x2	MERV 8 Pleat	3	2	6
Warehouse:		20x25x2	MERV 8 Pleat	3	2	6
Warehouse:		16x25x2	MERV 8 Pleat	4	2	8

**Building:**

**Unit or Location**

**Size**

**Type**

**Quantity**

**Frequency**

**Total**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TOTAL ANNUAL LUMP SUM BID:**

**\$**

\_\_\_\_\_

Includes all materials and labor to supply  
and install filters.

<b>Building:</b>	<b>Unit or Location</b>	<b>Size</b>	<b>Type</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Total</b>
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Annual Pricing shall be as follows:

- Commencing September 1, 2024 and ending August 31, 2025 Contract Price is \_\_\_\_\_ Total
- Commencing September 1, 2025 and ending August 31, 2026 Contract Price is \_\_\_\_\_ Total
- Commencing September 1, 2026 and ending August 31, 2027 Contract Price is \_\_\_\_\_ Total
- Commencing September 1, 2027 and ending August 31, 2028 Contract Price is \_\_\_\_\_ Total
- Commencing September 1, 2028 and ending August 31, 2029 Contract Price is \_\_\_\_\_ Total
- Commencing September 1, 2029 and ending August 31, 2030 Contract Price is \_\_\_\_\_ Total

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

1. A separate original invoice for this purchase for each shipment thereon shall be rendered immediately following shipment. All original invoices must be forwarded directly to the University of Maryland, Baltimore County, Accounts Payable Department, Administration Building, Third Floor, 1000 Hilltop Circle, Baltimore, MD 21250.
2. The vendor's/contractor's Federal Identification Number or Social Security Number must be included on each invoice. Questions concerning invoices should be referred to (410) 455-3638.
3. This purchase order number must be shown on all related invoices, delivery memoranda, bills of lading, packages, and/or correspondence. **FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN THE INVOICE BEING RETURNED TO YOU OR SHIPMENTS BEING REJECTED.**
4. **Tax Exemption.** The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption of certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply. **NOTE: THE UNIVERSITY OF MARYLAND IS EXEMPT FROM THE FOLLOWING TAXES: 1) State of Maryland Tax by Certificate No. 3002563; 2) District of Columbia Sales Tax by Exemption No. 806-08864-06; and 3) Manufacturer's Federal Excise Tax Registration No. 52-730123K.**
5. **Incorporation by Reference.** All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract.
6. **Specifications.** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.
7. **Delivery and Acceptance.** Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The university unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected material shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractor failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.



**PURCHASE ORDER TERMS AND CONDITIONS (CONTINUED)**

8. **Responsibility for Technology Export Control.** The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or whom it may occur. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control. The Seller shall be responsible for all regulatory record-keeping requirements associated with the use of license exemptions and exceptions. The Seller shall ensure that the provisions of this clause apply to its subcontractors.
9. **Non-Hiring of Employees.** No employee of the State, or any department, commission, agency or branch thereof whose duties such employee include matters relating to or affecting the subject matter of this contract shall, while so employed, become or be an employee of the party or parties hereby contracting with the State or any unit thereof.
10. **Non-Discrimination in Employment.** The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
11. **Financial Disclosure.** The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
12. **Political Contribution Disclosure.** The Contractor shall comply with the provisions of Election Law §§14-101 through 14-108, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, or a political subdivision of the State, including its agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Administration Board of Election Laws, a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**PURCHASE ORDER TERMS AND CONDITIONS (CONTINUED)**

13. **Anti-Bribery.** The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.
14. **Registration.** Pursuant to §7-201 *et seq.* of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in the State, a foreign corporation shall qualify with the Department of Assessments and Taxation.
15. **Contingent Fees.** The Contractor warrants that it has not employed or retained any person, partnership, corporation or other entity other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
16. **EPA Compliance.** Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972 where applicable.
17. **Occupational Safety and Health Act (O.S.H.A.).** All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.
18. **Termination for Convenience.** Upon written notice to the Contractor, the University may terminate this contract, in whole or in part, whenever the University shall determine that such termination is in the best interest of the University. The University shall pay all reasonable costs associated with the termination of the contract. However, the contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of rights and obligations of the parties, shall be governed by the provisions of the University System of Maryland Procurement Policies and Procedures.
19. **Termination for Default.** When the contract has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the University. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

**PURCHASE ORDER TERMS AND CONDITIONS (CONTINUED)**

20. **Disputes.** This contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of the claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.
21. **Changes.** This contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the contract (including the contract price).
22. **Multi-Year Contracts Contingent Upon Appropriations.** If the General Assembly or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
23. **Intellectual Property.** Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.
24. **Contractor's Invoices.** Contractor agrees to include on the face of all invoices billed to the University, the Purchase Order number and its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations.
25. **Pre-Existing Regulations.** The regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
26. **Indemnification.** The University shall not assume any obligation to indemnify, hold harmless or pay attorneys' fee that may arise from or in any way be associated with the performance or operation of this contract.
27. **Conflicting Terms.** Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

**PURCHASE ORDER TERMS AND CONDITIONS (CONTINUED)**

28. **Drug and Alcohol Free Workplace.** The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this purchase order.
29. **Retention of Records.** The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.
30. **Maryland Law Prevails.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles. Any legal proceeding arising out of or relating to the Agreement shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.
31. **Software Contracts:** As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Agreement shall not be governed by the Uniform Computer Information Transaction Act (“UCITA”), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Agreement shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Vendor agrees that, as delivered to UMBC, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Vendor.
32. **Certification Regarding Investments in Iran. The Contractor certifies that, in accordance** with State Finance & Procurement Article, §17-705: (i) it is not identified on the list created by the Board of Public Works at <http://bpw.maryland.gov/publications/2013-iai-list.pdf> as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702. If Contractor is unable to make the aforementioned certification regarding its investment activities in Iran, it shall immediately notify the University and provide the details of such activities.

## MANDATORY BID TERMS AND CONDITIONS

1. **Confidentiality/Proprietary.** Bidders/Offerors should give specific attention to the identification of those portions of their bids/proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. A statement in a header or footer on each page or contained in a preface or opening paragraph indicating that the entire bid or each page is deemed confidential is not adequate. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. By submitting a response to this solicitation, the Bidder consents to release of all bid documents with the exception of those specific provisions that are noted confidential, proprietary or a trade secret as defined and set forth in the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
2. **Bid Bond Notice.** A bid bond is required for all construction contracts reasonably expected to exceed \$100,000. All other solicitations on all University contracts in excess of \$100,000 shall require, if so noted, the submission of bid security in an amount equal to at least 5 percent of the total amount of bid, at the time bid is submitted. If a contractor fails to accompany its bid with the required bid security, the bid shall be determined non-responsive.
3. **Minority Business Enterprise Participation.** Minority Business Enterprises are encouraged to respond to this solicitation. If so noted in the specifications that an MBE subcontract participation goal has been established by this procurement, by submitting a response to this solicitation, the bidder agrees that the established amount of the contract will be performed by minority business enterprises.
4. **Arrearages.** By submitting a response to the solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
5. **Bid/Proposal Affidavit.** The attached Bid/Proposal Affidavit must be signed and returned with all bids. Bids returned without a signed affidavit shall be deemed non-responsive.
6. **Acknowledgments.** The Bidder must acknowledge in writing the receipt of all amendments, addenda, and changes issued concerning this solicitation.
7. **Reservations of Rights.** This solicitation implies no obligation on the part of the University. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services. The University reserves the right to award by item, groups or items, or total bid and to waive any technical or minor irregularities.

**MANDATORY BID TERMS AND CONDITIONS (CONTINUED)**

8. **Bid Validation and Rejection.** The unit price shall be considered as the price bid. Separate unit prices shall be submitted for each item: extensions shall be indicated where applicable and total bid price shown when requested. In the event of a discrepancy between unit price and total, unit price shall prevail. Bids may be modified or withdrawn by written notice prior to the time and date set for opening. The University reserves the right to accept or reject any and all bids in part. Unless otherwise provided in this solicitation, bid prices are irrevocable for a period of 90 days following bid opening.
9. **Small Business Set-Aside.** In accordance with COMAR 21.11.01.01B, the University shall give 5% bid preference or a predetermined percentage preference to reflect different industry characteristics for a small business set-aside.
10. **Terms.** Prompt payment discounts offered for payment within less than 30 calendar days will not be considered in evaluation offers for award. However, offered discounts of less than 30 days will be taken if payment is made within the discount period, even though not considered in the evaluation for award.
11. **Discounts.** Discount time will be computed from the date of your delivery to the carrier when F.O.B. is shipping point or from the date of delivery at destination when F.O.B. point is destination, or from date corrected invoice is received in the Accounts Payable Office when such invoice was necessary. Payment is deemed to be made for the purposes of earning the discount, as of the date appearing on the check.
12. **Sales and Use Tax License.** By submitting a response to this solicitation (if it involves the sale of personal property to the University), the Bidder/Offeror certifies that it possesses a valid sale and use tax license.
13. **Routing.** All material must be forwarded by the route taking the lowest transportation rate or in accordance with special shipping instructions; otherwise the difference in freight rate and extra cost of cartage will be charged to your account.
14. **Samples.** The University reserves the right to request and be furnished samples at no expense to the University, prior to or after the award, for the purpose of quality and specification evaluation. Samples shall be returned, upon request, at the Contractor's expense. The University does not guarantee that samples returned will be in the same condition as submitted.
15. **Submittal of Terms and Conditions.** The Purchase Order issued by the University shall constitute the contract between the parties. Terms and conditions submitted by a bidder after solicitation closing date shall not be accepted. Any proposed terms and conditions, including any for contracts which the bidder proposes to use, shall be submitted by the solicitation closing date as a part of the bid. Any proposal for terms in addition to or different from those set forth in this bid or any attempt by the Contractor to vary any of the items of this bid by contractor's acceptance shall not operate as a rejection of this bid, unless such variance is in the terms of the description, quantity, price or delivery schedule but shall be deemed a material alteration thereof, and this bid shall be deemed acceptable by the Contractor without the additional or different terms.

**MANDATORY BID TERMS AND CONDITIONS (CONTINUED)**

16. **Reciprocity**. A preference under this section shall be identical to the preference that the other state gives to its residents. When the State of Maryland uses competitive sealed bidding to award a procurement contract, the state may give a preference to the resident bidder who submits the lowest responsive bid if: 1) the resident bidder is a responsible bidder; 2) a responsible bidder whose principle office is in another state submits the lowest responsive bid.; 3) the other state gives a preference to its residents; and 4) a preference does not conflict with a federal law or grant affecting the procurement contract. A preference includes a percentage preference, an employee residency requirement or any other provision that favors a resident over a non-resident. A resident bidder is a bidder whose principle office is located in the state. In accordance with state law, state finance & procurement article 14.401. A non-resident bidder submitting a bid/proposal for a state project shall attach to the bid/proposal a copy of the current statute, resolution, policy, procedure, or executive order of the resident state of the non-resident bidder that pertains to that state's treatment of non-resident bidders.
  
17. **Cancellation Policy**. The University may cancel this solicitation, in whole or in part, for any reason.

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT: I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. NOT USED**

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

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

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

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

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

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

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

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

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

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

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

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**E. AFFIRMATION REGARDING DEBARMENT**

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

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**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):

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**G. SUB-CONTRACT AFFIRMATION**

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

**H. AFFIRMATION REGARDING COLLUSION**

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

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

**I. FINANCIAL DISCLOSURE AFFIRMATION**

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

**J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

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

**K. DRUG AND ALCOHOL-FREE WORKPLACE**

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs and alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace,
    - (ii) The business' policy of maintaining a drug and alcohol-free workplace,
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and,
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by K(2)(b), above;

(h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement, and,

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination, or

(ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation

program; and,

(k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

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

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

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

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(If not applicable, so state.)

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

**M. CONTINGENT FEES**

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of the Contract.

**N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

(1) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

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

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or

which could, in the future, give rise to a conflict of interest.

(4) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

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

**O. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

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

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

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**P. ACKNOWLEDGMENT**

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

Company Name: \_\_\_\_\_

FEIN No: \_\_\_\_\_