



INVITATION FOR BID  
FOR  
UMBC Generator Maintenance Service

IFB NUMBER: B-21441-B

ISSUED: July 8, 2025

Prospective bidders/Bidders are encouraged to regularly visit the University's Department of Procurement & Strategic Sourcing website, e-Maryland Marketplace Advantage (eMMA) to ensure receipt of any addenda and other updates related to this solicitation. The links to these resources are provided below:

- UMBC Bid Board - <https://procurement.umbc.edu/bid-board/>
- eMaryland Marketplace Advantage (eMMA) - <https://emma.maryland.gov>

**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

**MINORITY, WOMEN AND SMALL BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS  
SOLICITATION**

## Key Information Sheet & Solicitation Schedule

Request for Bids	UMBC Generator Maintenance Service
Solicitation Number:	B-21441-B
IFB Issue Date:	<b>July 8, 2025</b>
Procurement Officer:	Rosetta Butler, CMPO, CPPB
Bids are to be sent to:	<a href="mailto:Bids.w2grd102j4yuq7m2@u.box.com">Bids.w2grd102j4yuq7m2@u.box.com</a>
Pre-Bid Conference:	<b>July 17, 2025 at 10:00 AM</b> <u>at this link:</u>  <a href="https://umbc.webex.com/meet/rbutler2">https://umbc.webex.com/meet/rbutler2</a>
Site Visit:	<b>July 21, 2025 at 9:00 AM</b>  <b>Location: 1000 Hilltop Circle Facilities Management Building Halethorpe, MD 21227</b>
Questions Due Date & Time:	<b>July 25, 2025 at 11:59 PM (Local Time)</b>  Submit Questions to: <a href="mailto:rbutler2@umbc.edu">rbutler2@umbc.edu</a>
Bid Due Date & Time:	<b>August 1, 2025 at 2:00pm Local Time</b>  Note: If you have decided to not submit a bid, please completed Feedback Form on page 3 of this solicitation.
Public Bid Opening Date, Time and Location:	<b>August 1, 2025 at 2:30pm (Local Time) at this link:</b>  <a href="https://umbc.webex.com/meet/rbutler2">https://umbc.webex.com/meet/rbutler2</a>
Minority Business Enterprise (MBE) Subcontracting Goal:	20%
Procurement Method:	A Contract will be awarded in accordance with the Competitive Sealed Bidding method.
Contract Type:	Indefinite quantity with fixed unit prices
Term of Contract:	Two (2) base period with three (3) one-year option periods.

The University is committed to ensuring that persons with disabilities have equally effective opportunities to participate in and benefit from the University's programs and services. Persons who may require reasonable ADA accommodations should email the Issuing Office at [rbutler2@umbc.edu](mailto:rbutler2@umbc.edu) at least five (5) days prior to any meeting scheduled in connection with this solicitation.

### NOTICE TO BIDDER/OFFEROR

To help improve the quality of bid/Proposal solicitations and to make our procurement process more responsive and "business friendly," we ask that you provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal or "no bid," response, as the case may be. Thank you for your assistance.

Solicitation No.: **BC-21441-B** Title: **UMBC Generator Maintenance Service**

If you have responded with a "no bid" please indicate the reasons below (check applicable boxes):

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we normally provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ The specifications are either unclear or too restrictive (explain below).
- ☐ The scope of work is beyond our current capacity.
- ☐ Doing business with Maryland Government Agencies is simply too complicated (explain below).
- ☐ We cannot be competitive (explain below).
- ☐ Time allotted for completion of the bid/proposal response is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/insurance requirements are prohibitive (explain below).
- ☐ MBE requirements (explain below).
- ☐ Bid/Proposal requirements (other than specifications or scope) are unreasonable or too risky (explain below)
- ☐ Prior experience with University contracts were not profitable or otherwise unsatisfactory (explain below).
- ☐ Payment schedule too slow.
- ☐ Other: \_\_\_\_\_

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the remarks section below:

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder/Offeror Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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# 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 quarterly inspections, preventive maintenance, and performance testing services for emergency generators located across the UMBC campus. A complete listing of the generator units covered under this contract is provided in Exhibit N – Generator Inventory.

The scope of services includes scheduled inspections, cleaning, oil and filter changes, belt replacements, load bank testing, and battery replacements, all in accordance with manufacturer specifications and applicable codes. The selected contractor shall also provide emergency and rental generator support as needed and ensure all maintenance is performed without disruption to University operations.

- 1.1.2. UMBC intends to make multiple awards as a result of this IFB. This is an Indefinite Delivery Indefinite Quantity (IDIQ) with firm unit prices 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 two (2) years unless otherwise extended, expired or terminated pursuant to the contract. The contract may be renewed by UMBC at its discretion for three (3) one-year additional option periods.
- 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.
- 1.1.5. UMBC reserves the right to add generator units to the scope of this contract at any time during the contract term, including any renewal or extension periods. Any such additions shall be subject to the same terms, conditions, and pricing structure established in the awarded contract. The Contractor shall perform all applicable services on newly added units in accordance with the manufacturer's recommendations and the requirements outlined in this solicitation. An updated Generator Inventory, as referenced in **Exhibit-N**, will be maintained to reflect any additions.

## 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.

1.2.1. Project Goals: The primary goal of this contract is to ensure reliable, uninterrupted operation of UMBC's emergency generator systems through consistent and thorough preventive maintenance, inspections, and performance testing. This includes enhancing operational readiness, extending equipment life, ensuring code compliance, and enabling rapid response through on-call emergency and rental generator services when needed.

1.2.2. Current Environment: UMBC operates a network of emergency generators across its campus to support critical infrastructure in the event of a power outage. These generators vary in size and capacity, including units rated at 80kW and above. The current environment requires quarterly scheduled maintenance, annual component replacements (filters, belts, etc.), and periodic load testing. All services must comply with manufacturer recommendations, State and local regulations, and UMBC safety protocols. Work must be coordinated to avoid disruption to academic, research, and operational activities.

### 1.2.3. UMBC Staff and Roles

1.2.3.1. Procurement Officer: Serves as the sole point of contact during the procurement process. Manages the solicitation, vendor communication, contract execution, and overall compliance with University System of Maryland procurement policies.

1.2.3.2. MBE Liaison Officer: Oversees MBE compliance, assists vendors with certification requirements, and monitors subcontractor participation and reporting.

1.2.3.3. Project Manager: Oversees the operational implementation of the contract, coordinates scheduling, confirms completion of services, and serves as the technical point of contact for maintenance and repair activities.

1.2.4. UMBC Responsibilities:

- Provide the contractor with access to generator locations across the campus.
- Coordinate and approve service schedules to ensure no conflict with University activities.
- Review and approve service reports and recommendations.
- Ensure availability of appropriate University personnel for escort or oversight as needed.
- Maintain an up-to-date inventory of generators covered under the contract.

### 1.3. Minimum Qualifications

1.3.1. The Bidder shall have five (5) years' experience providing preventive maintenance, inspection, and performance testing services for commercial or institutional emergency generator systems. This experience must include work performed in occupied facilities, coordination with client operations, and services in accordance with manufacturers' specifications and applicable codes.

1.3.2. The Bidder shall be certified to perform maintenance and repair on diesel and natural gas-powered generators by at least one major generator manufacturer (e.g., Cummins, Generac, Kohler, Caterpillar). As proof of meeting this requirement, the Bidder shall provide with its Bid:

- Copies of valid manufacturer certifications or letters of authorization for key technicians;
- A list of certified technicians who will be assigned to this contract;
- Description of training programs completed by maintenance staff relevant to generator systems.

1.3.3. UMBC reserves the right to verify all information provided, as well as to consult any other sources available including any person or persons associated with the references provided or the project cited as a reference. UMBC also reserves the right to request additional references or contact any known firm associated with the Bidder, as well as itself even if not provided as a reference by the Bidder. References will be held in the strictest of confidence.

### 1.4. Contractor Responsibilities and Task

1.4.1. The Contractor shall provide the following for all generator units listed in **Exhibit N – Generator Inventory**:

1.4.1.1. Perform quarterly inspections of all emergency generators and associated equipment.



- 1.4.1.2. Conduct quarterly cleaning of generator units and components.
- 1.4.1.3. Perform annual oil and air filter changes on each generator.
- 1.4.1.4. Replace belts as needed, or at least once during the contract term.
- 1.4.1.5. Inspect and test the engine call circuit quarterly; document findings.
- 1.4.1.6. Replace expired batteries as identified during inspections.
- 1.4.1.7. Conduct one load bank test during the contract period on each generator rated 80kW or Higher.
- 1.4.1.8. Perform annual fuel analysis.
- 1.4.1.9. Replace or service hoses every three years or as needed.
- 1.4.1.10. Provide 24/7 emergency response services for generator failures or service needs.
- 1.4.1.11. Provide rental generators as needed in accordance with contract Exhibit A, with a 10% discount from standard rates unless unavailable during emergencies.
- 1.4.1.12. Coordinate all maintenance with UMBC Facilities Management.
- 1.4.1.13. Maintain and submit documentation after each service visit.

**1.5. Deliverables - Service reports shall clearly identify the generator unit serviced, as defined in **Exhibit N-Generator Inventory**, and include corresponding location and unit ID.**

**1.5.1. Inspection and maintenance reports – submitted in PDF or Word.**

- 1.5.1.1. Load bank testing results – PDF format with photos or data charts where applicable.
- 1.5.1.2. Fuel analysis reports – PDF format from certified lab.
- 1.5.1.3. Corrective action documentation – Word or PDF format.
- 1.5.1.4. Generator inventory with maintenance history – Excel or PDF.

**1.5.2. All deliverables shall be submitted electronically via email to the designated UMBC Facilities Management contact. If requested, UMBC may provide a Box or other cloud-based folder for document storage.**

**1.5.3. Schedule:**

- 1.5.3.1 Quarterly inspections and maintenance – Per mutually agreed schedule with Facilities.
- 1.5.3.2 Annual services – To be coordinated and completed before the end of each calendar year.
- 1.5.3.3 Emergency services – On-call, available 24/7, with immediate dispatch upon notification.
- 1.5.3.4 Deliverables – Reports submitted within 5 business days of service completion.

**1.5.4. Acceptance Criteria:**

- 1.5.4.1 Reports must be complete, accurate, and formatted as specified.
- 1.5.4.2 Work must comply with manufacturer recommendations, applicable regulations, and UMBC safety protocols.
- 1.5.4.3 Timely submission of deliverables.
- 1.5.4.4 No unapproved disruption to University operations.
- 1.5.4.5 Approval and confirmation of work by UMBC Project Manager.

## 1.6. Optional Services

- 1.6.1. On-call load bank testing outside of regular contract.
- 1.6.2. Replacement of major components not covered under preventive maintenance (e.g., alternators, control panels).
- 1.6.3. Additional site visits or inspections requested outside the quarterly schedule.
- 1.6.4. Extended rental generator usage or fuel service coordination.
- 1.6.5. Emergency backup equipment or special equipment upgrades.

## 2. Contractor Requirements: General

### 2.1. Contract Initiation Requirements

- 2.1.1. Contractor shall schedule and hold a kickoff meeting within 10 business days of notice to proceed date. At the kickoff, the Contractor shall furnish:

- 2.1.1.1. A proposed schedule of quarterly inspections and annual services.
- 2.1.1.2. A list of assigned technicians and their certifications.
- 2.1.1.3. Contact information for emergency response.
- 2.1.1.4. Proposed format and process for deliverable submission.
- 2.1.1.5. Equipment inventory verification plan.

### 2.2. End of Contract Transition

- 2.2.1. The Contractor shall provide transition assistance as requested by UMBC to facilitate the orderly transfer of services to UMBC or a follow-on contractor, for a period of up to 60 days prior to the contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- 2.2.1.1. Provide additional services and support as requested to successfully complete the transition;
- 2.2.1.2. Maintain the services called for by the contract at the required level of proficiency;
- 2.2.1.3. Provide updated documentation and/or current operating procedures.

- 2.2.2. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Project Manager. The Project Manager may provide the Contractor with additional instruction to meet specific transition requirements prior to the end of the contract.

- 2.2.3. The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of UMBC personnel or a third party, as directed by the Project Manager.

### 2.3. Invoicing

- 2.3.1. Payment will be made on a 30 to 40 days basis in accordance with the terms and conditions set forth in the Contract.
- 2.3.2. 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.
- 2.3.3. 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.
- 2.3.4. There shall be no reimbursement for Routine Travel. Contractor shall not be reimbursed for Non-Routine Travel without prior Project Manager approval.
- 2.3.5. Routine Travel is defined as travel within a 50-mile radius of the UMBC's base location, as identified in the IFB, or the Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Contractor's facility.
- 2.3.6. Non-routine Travel is defined as travel beyond the 50-mile radius of UMBC's base location, as identified in the IFB, or the Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: [www.DBM.maryland.gov](http://www.DBM.maryland.gov) - search: Fleet Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel, and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the IFB or Work Order.

## 2.4. Security Requirements

- 2.4.1. Upon request of UMBC personnel, each Contractor Personnel shall provide photo identification. Contractor Personnel shall cooperate with UMBC site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for UMBC badge issuance.
- 2.4.2. Contractor shall remove any Contractor Personnel from working on the Contract where UMBC determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- 2.4.3. UMBC reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.
- 2.4.4. A criminal background check for each Contractor Personnel providing services onsite shall be completed prior to providing any services under the Contract. The criminal background check is at the Contractor's expense.

## 2.5. 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.

## 2.6. Substitution of Personnel

- 2.6.1. All subcontractors shall be identified and a complete description of their role relative to the bid shall be included in the Bidder's bid.
- 2.6.2. Key Personnel identified in the Bidder's bid may not be substituted, removed, or added throughout the duration of the contract, without the prior written consent of UMBC.
- 2.6.3. Bidder shall demonstrate to the Project Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Key Personnel proposed to be replaced.

## 2.7. Work Orders or Assignment of Work

- 2.7.1. UMBC intends to award to multiple qualified providers on an IDIQ basis. As a result, UMBC may utilize a Work Order or Request for Quote (RFQ) for the provision of services under the scope of this IFB. 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.
- 2.7.2. Should UMBC issue a Work Order or RFQ, the request will include:
  - 2.7.2.1. Technical requirements and description of services needed;
  - 2.7.2.2. Due date and time for submitting a response to the request; and
  - 2.7.2.3. Required place(s) where the work will be performed.
- 2.7.3. The Contractor(s) shall email a response to the Procurement Officer or Project Manager within the specified timeframe and include at a minimum:
  - 2.7.3.1. A response that details the Contractor's understanding of the work;
  - 2.7.3.2. A price to complete the request;
  - 2.7.3.3. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.

## 3. Procurement Instructions

### 3.1. Pre-Bid Conference

- 3.1.1. A pre-bid conference will be held at the date, time and location indicated on the Key Information Summary Sheet.
- 3.1.2. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Bid. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an Bidder's good faith efforts if there is a waiver request.
- 3.1.3. The University is committed to ensuring that persons with disabilities have equally effective opportunities to participate in and benefit from the University's programs and services. Persons who may require reasonable ADA accommodations should contact the Issuing Office at

[rbutler2@umbc.edu](mailto:rbutler2@umbc.edu) five (5) days prior to any meeting scheduled in connection with this solicitation.

### 3.2. Questions and Addenda

- 3.2.1. Bidder/Offerors shall direct all communications regarding this solicitation to the Procurement Officer. Submit questions to the Procurement Officer, in writing (email preferred) not later than the date indicated on the Key Information Summary Sheet. Addenda, if required, will be furnished to all potential Bidders/Offerors known to have received the IFB.
- 3.2.2. Should a Bidder find discrepancies in the IFB documents, or be in doubt as to the meaning or intent of any part thereof, the Bidder 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 Bidder for expense made necessary by reason of later interpretation of the IFB documents by the University. Requests shall include the IFB 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 Bidder shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.

### 3.3. Bid Due Date and Time

- 3.3.1. Bids shall be submitted via email to the Box address provided in the Key Information Summary Sheet, with the email time log no later than the date and time indicated in the Solicitation Schedule.
- 3.3.2. Bidders shall allow sufficient time in submitting responses to the IFB to ensure timely receipt by the Issuing Office via the Box site. Bidders should receive an automatically generated verification from Box when the file has successfully uploaded. Bidders that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received.
- 3.3.3. Any bid, 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 bid to the specified location at the prescribed time and date is the sole responsibility of the Bidder.
- 3.3.4. Unless specifically requested, Bids submitted by fax will not be accepted.

### 3.4. Multiple or Alternate Bids

Bidders may not submit more than one (1) bid nor may proposers submit an alternate to this IFB.

### 3.5. Receipt, Opening and Recording of Bids

- 3.5.1. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.
- 3.5.2. Bids shall be opened publicly, at the time, date and place designated in the IFB Key Information Summary Sheet. The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of bid opening.

### 3.6. Award Basis

- 3.6.1. A Contract shall be awarded to the lowest responsive and responsible bidder whose bid meets the requirements of the solicitation and is deemed to be in the best interest of the University. The University also reserves the right to make a single award, multiple awards, a partial award, or no award at all.
- 3.6.2. For multiple contract awards, the Contractor with the lowest Bid price will be given the right of first refusal to provide the requested services. If that Contractor is unwilling or unable to perform the requested services, the Contractor with the next lowest Bid price will be asked to provide the requested services, and so forth. Each Contractor will have 48 hours to respond to a service request before a request is made to the next subsequent Contractor.
- 3.6.3. Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

### 3.7. Tie Bids

Tie bids will be decided pursuant to USM Policies and Procedures Section V.B.14.

### 3.8. Site Investigation

By submitting a bid, the Bidder acknowledges that the Bidder 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 Bidder to become acquainted with the available information will not relieve the Bidder 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 Bidder of the information made available by the University.

### 3.9. Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the bid due date and time. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

### 3.10. Modifications and Withdrawals of Bids

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

### 3.11. Cancellations

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

### 3.12. Bid Acceptance

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

### 3.13. Confidential/Proprietary Information

3.13.1. Bidders should give specific attention to the identification of those portions of their bid 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. It is not sufficient to preface the entire bid with a proprietary statement.

3.13.2. The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after the Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

### 3.14. Incurred Expenses

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

### 3.15. Insurance

3.15.1 The Bidder/Offeror shall secure, pay the premiums for, and keep in force until the expirations of the contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Bidder under the contract. Upon award, the successful Bidder shall furnish certificates of insurance.

- a. Commercial General Liability Insurance including all extensions; \$2,000,000 each occurrence; \$2,000,000 personal injury; \$2,000,000 products/completed operations; and \$2,000,000 general aggregate.



- b. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
- c. If automotive equipment is used in the operation, automobile liability insurance of \$1,000,000 combined single limit, each accident.
- d. If food products are used in the operation, food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.

3.15.2. Each policy for liability protection, bodily injury or property damage shall specifically name, on its face, University of Maryland, Baltimore County, as an additional named insured as respects operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damage under items 1.a.-1.e. above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University.

3.15.3. Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing procurement officer forty-five (45) days 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. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of contract award, the requested certificates and policies shall be delivered as directed by the procurement officer. Notices of policy changes shall be furnished to the procurement officer.

3.15.4. All required insurance coverages shall be acquired from insurers authorized to do business in the State of Maryland and acceptable to the University. The insurers shall have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of *Best's Insurance Reports*.

3.15.5. All required insurance coverages shall be acquired from insurers authorized to do business in the State of Maryland and acceptable to the University. The insurers shall have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of *Best's Insurance Reports*.



## 4. Minority Business Enterprise Utilization

- 4.1. An MBE subcontract participation goal of **20%** percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or Bidder/Offeror agrees that this percentage of the total dollar amount of the contract will be performed by certified minority business enterprises.
- 4.2. By submitting a response to this solicitation, the bidder or Bidder/Offeror agrees that these percentages of the total dollar amounts of the contract will be performed by certified minority business enterprises as specified.
  - A prime contractor — including an MBE prime contractor — shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
  - A prime contractor comprising a joint venture that includes MBE partner(s) shall accomplish the MBE subcontract goal with certified MBE subcontractors.
- 4.3. If this solicitation includes an MBE Goal, the Contractor shall:
  - Submit a report to the MBE Liaison officer once per quarter identifying all non-MBE subcontractor payments, MBE subcontractor payments, and all outstanding invoices for subcontractors. This shall include Contractor's self-performing work if such work can be counted towards MBE participation goals.
  - Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- 4.4. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. Only MDOT-Certified MBEs may be used to meet the MBE subcontracting goals.
- 4.5. All documents completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.
- 4.6. When a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly-defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal.

#### 4.7. LIQUIDATED DAMAGES PROVISION RELATED TO MBE GOAL

This contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The University and the Contractor acknowledge and agree that the University will incur damages, including but not limited to, loss of goodwill, detrimental impact on economic development and diversion of internal staff resources if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the University might reasonably anticipate to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the University that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the University at the rates set forth below.

The Contractor expressly agrees that the University may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the University is anticipated to incur as a result of such violation.

- 4.7.1. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3):  
\$24.93 per day until the monthly report is submitted as required.
- 4.7.2. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$ 87.24 per MBE subcontractor.
- 4.7.3. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- 4.7.3. Failure to meet the Contractor’s total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Notwithstanding the use of liquidated damages, the University reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

## 5. General Information for Bidders

### 5.1. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the contract, attached hereto as Exhibit L. Any exceptions to this IFB or the contract must be raised prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

### 5.2. BID AFFIDAVIT

A bid submitted by the Bidder must be accompanied by a completed Bid Affidavit. A copy of this Affidavit is included as Exhibit E of this IFB.

### 5.3. ADDENDA TO THE IFB

The University reserves the right to amend this solicitation at any time prior to the bid due date. If it becomes necessary to amend any part of this solicitation, the Procurement Officer will furnish addenda to all prospective Bidder/Offerors known to the University to have received a copy of the IFB.

Each Bidder/Offeror shall acknowledge the receipt of all addenda issued by completing Exhibit J, Acknowledgement of Receipt of Addenda, and enclosing it with the bid.

### 5.4. BIDDER/OFFEROR RESPONSIBILITIES

The successful Bidder/Offeror shall be responsible for all products and services required by this IFB. Subcontractors, if any, shall be identified and a complete description of their role relative to the project shall be identified.

### 5.5. CANCELLATION OF SOLICITATION/REJECTION OF ALL BIDS

The University reserves the right to cancel this solicitation, to accept or reject any or all bids, in whole or in part, received in response to this solicitation, and to waive or permit cure of minor irregularities as its best interests may require.

### 5.6. CONTRACTOR'S INVOICES

Contractor shall include its Taxpayer Identification Number on the face of each invoice billed to the University. If a Purchase Order document is issued, the Purchase Order Number must be included.

### 5.8. 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.

Materials shall be delivered FOB to the point or points specified in the bid, on the date either agreed to in advance or specified in the bid. Any material that is defective or fails to meet the terms of the solicitation specifications may be rejected. Rejected materials shall be promptly replaced. If Contractor fails to promptly replace rejected materials, the University reserves the right to purchase replacement materials in the open market. Contractor shall be liable for costs to replace materials incurred by the University which exceed the bid price, including expenses such as, but not necessarily limited to, shipping and delivery, if any.

#### 5.9. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS

Should Bidder/Offeror find discrepancies in the specifications or other provisions included in this solicitation, or be in doubt as to the meaning or intent of any section or subsection herein, Bidder/Offeror shall request clarification from the Procurement Officer. Failure to request clarification prior to the due date shall be a waiver of any claim by the Bidder/Offeror for expenses made necessary by reason of later interpretation of the contract documents, and Bidder/Offeror shall be bound to the University's interpretation. Request clarifications in accordance with the instructions above.

#### 5.10. DISCUSSIONS

The University reserves the right to conduct discussions with all qualified or potentially qualified Bidder/Offerors, in any matter necessary to serve its best interests. The University also reserves the right to award a contract based upon written Bids received, without discussions or negotiations.

#### 5.11. DRUG AND ALOCHOL 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.

#### 5.12. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straight-forward, concise description of the Bidder/Offeror's ability to fulfill the requirements of this solicitation.

#### 5.13. EXECUTION OF BIDS/PROPOSALS

Bids/Proposals shall be typewritten or written legibly in ink, and signed in ink as follows, depending on the Bidder/Offeror's form of business organization:

5.13.1. Sole Proprietorship. Proprietor shall sign full name, with address.

5.13.2. Partnership and Joint Venture. Submit the bid/proposal in the name of the partnership or joint venture.

Clearly state the partnership name and the identity of each general partner, and execute all affidavits and certificates on behalf of the partnership, or on behalf of each general partner. No provision of any agreement among partners will be binding on the University unless it is disclosed in the Bidder/Offeror's Bid. Reasonable evidence satisfactory to the University of the authority of one partner to bind other purported partners is required. It is recommended that the bid/proposal contain a copy of the partnership agreement, if one exists. If no partnership agreement exists, and if the number of general partners is

reasonably small, each general partner should execute all required documents included in the bid. At the University's option, all general partners may be required to sign the Bid. Failure to present the University with satisfactory information concerning a purported partnership or joint venture may be grounds for finding a bid/proposal unacceptable.

- 5.13.3 Corporation. An officer or authorized agent of the corporation shall sign with full name, indicate title, and include the name and address of the corporation. In the case of an authorized agent, enclose a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation.

5.14. **FALSE STATEMENTS**

Bidder/Offerors are advised that the Annotated Code of Maryland provides that in connection with a procurement contract, a person may not willfully: Falsify, conceal or suppress a material fact by any scheme or device; make a false or fraudulent statement or representation of a material fact; use a false writing or document that contains a false or fraudulent statement or entry of a material fact; or aid or conspire with another person to commit any of the aforementioned acts. A person who violates these provisions is guilty of a felony, and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years, or both.

5.15. **INCURRED EXPENSES**

The University assumes no responsibility for expenses incurred by Bidder/Offeror in preparing and submitting a Bid, making an oral presentation, or participating in discussions or any other activity in response to this IFB.

5.16. **INTELLECTUAL PROPERTY**

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

5.17. **INTERGOVERNMENTAL COOPERATIVE PURCHASING**

The University reserves the right to extend the terms, conditions, and prices of the contract awarded pursuant to this solicitation to other institutions of the University System of Maryland, and to other state educational institutions (e.g., St. Mary's College, Morgan State University, and Baltimore City Community College) and public agencies with similar requirements.

Each such entity will issue its own purchasing documents; the University assumes no contractual obligations on behalf of other users of its contracts. The forgoing applicability of terms, covenants, and conditions to future contracts is intended to provide consistency in contracts among contractors. It is not intended to preclude an institution from negotiating terms unique to its specific need or circumstances.

5.18. **MARYLAND LAW PREVAILS**

This solicitation shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

5.19. **MODIFICATION AND AMENDMENTS**

This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

5.20. **NON-VISUAL ACCESS**

The bidder or Bidder/Offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Bidder/Offeror further warrants that the costs, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 15 percent.

For purposes of this section, the phrase “equivalent access” means that the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

5.21. **ORDER OF PRECEDENCE**

The contract to be entered into as a result of the IFB ("Contract") will consist of the following Contract Documents, listed in their order of precedence:

- 5.21.1. The contract executed by the parties and/or Purchase Order issued by the University;
- 5.21.2. The solicitation, included as Exhibit L (Required Contract Provisions) and all other exhibits; and
- 5.21.3. Bidder/Offeror's bid/proposal.

No modifications to this order of precedence will be accepted.

5.22. **OWNERSHIP OF DOCUMENTS AND MATERIALS**

The Contractor agrees that all documents and materials including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of the contract shall at any time during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by the contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

**5.23. PARKING**

All vehicles parked on University property shall strictly observe University parking regulations. Each vehicle parked on campus between 6 am and 8 pm, Monday through Thursday, and from 6 am to 3 pm on Fridays, shall display a valid University permit unless parked at a paid meter. Parking on sidewalks or unpaved areas is prohibited at all times. All fines for parking or other vehicle violations are the responsibility of the Contractor. This applies to vendors, salespersons, company vehicles, and Contractor employees' personal vehicles. Long- and short-term permits are available, at designated rates, for vendors with contracts that require them to park regularly on the campus; see the parking website at <https://parking.umbc.edu/> for permit rates and information to support preparation of Bid/Price Proposal. Parking Transportation phone: 410-455-2251. NOTE: Include parking fees in Bid/Price Proposal.

**5.24. PAYMENT TO THE CONTRACTOR; TAXES**

Payment is governed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland. The State of Maryland is exempt from Maryland Retail Sales Tax and Federal Excise Tax.

**5.25. PRE-BID MODIFICATION OR WITHDRAWAL OF OFFERS**

Bids may be modified or withdrawn by written notice received at the Issuing Office at any time before the Bid due date and time.

**5.26. PRESS RELEASES**

The successful Bidder/Offeror shall issue no press release to any publication, including newspapers, with regard to work being conducted under this contract.

**5.27. PUBLIC INFORMATION ACT NOTICE**

Bidder/Offeror shall give specific attention to identification of those portions of its bid/proposal considered confidential, or containing proprietary information or trade secrets. Upon request, Bidder/Offeror shall provide justification why such material should not be disclosed by the University under the Public Information Act, Title 4, Subtitle 3 of the General Provisions Article, Annotated Code of Maryland.

**5.28. RECIPROCAL PREFERENCE**

While Maryland law does not authorize state agencies to favor resident Bidder/Offerors, some other states grant preferences to their residents over Maryland businesses. Therefore, a resident business preference may be given to a Maryland firm if: A responsible Bidder/Offeror whose headquarters, principal base of operations, or principal site that will provide the services required by this IFB is located in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and the preference does not conflict with a Federal law or grant affecting the contract. The preference given shall be identical to the preference that the other state gives to its residents.



#### 5.29. REQUIRED CONTRACT PROVISIONS

By submitting a bid/proposal, Bidder/Offeror is deemed to have accepted the terms of this IFB, including exhibits; a proposal that takes exception to the terms of the IFB may be rejected. Exceptions, if any, shall be clearly identified in the Transmittal Letter enclosed with the technical bid. Mutually agreeable modifications of the solicitation provisions, if allowed by law, will be documented by express identification in the final contract as superseding the pertinent provisions of the solicitation.

#### 5.30. SMOKING

Smoking, defined as the burning of tobacco or any other material in any type of smoking equipment, including but not restricted to cigarettes, cigars or pipes, is prohibited on all property owned, leased or operated by the University. This consists of all buildings, including residence halls, leased restaurants and lodging facilities; all grounds, including exterior open spaces, parking lots and garages, on-campus sidewalks, streets, driveways, stadiums, recreational spaces and practice facilities; and in all University- owned or leased vehicles. The policy applies to all individuals on the University campus, including faculty, staff, students, parents, vendors and visitors. Contractor and its employees and subcontractors who violate the policy may be denied access to the University campus.

#### 5.31. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the contract nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the University.

#### 5.32. TAX EXEMPTION

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

If the Contractor's price includes the cost of Contractor furnishing any other material, equipment, supplies, or other items in connection with the Contract, the Contractor shall pay the Maryland sales tax.

#### 5.33. VENDOR ELECTRONIC FUNDS TRANSFER REGISTRATION

Contractors of the State are required to complete a COT/GAD Form X-10, *Vendor Electronic Funds Transfer (EFT) Registration Request Form*, for each new contract with a value greater than \$200,000. Vendors shall register for EFT by submitting a completed COT/GAD Form X-10 to the Comptroller's General Accounting Division (GAD) or request an exemption from GAD.



The revised form is on the Comptroller's Web site at [http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Electronic\\_Funds\\_Transfer/](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/) The form will be provided to all successful bidders as part of the contract process.

#### 5.34. VERIFICATION OF REGISTRATION AND TAX PAYMENT

Each prospective Bidder/Offeror is encouraged to ensure that it is appropriately registered to do business in the State of Maryland, and in good standing with respect to taxes, personal property returns, unemployment insurance, etc., before the closing date. Failure to complete registration with the State Department of Assessments and Taxation (SDAT) may disqualify an otherwise successful Bidder/Offeror from recommendation for contract award.

#### 5.35. Conflicting Terms

Any bid for terms in addition to or different from those set forth in this solicitation or any attempt by the Bidder to vary any of the terms of this offer by the Bidder'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 Bidder without the additional or different terms. If this solicitation is an acceptance of a prior offer by the Bidder, the acceptance is expressly conditioned upon Bidder's assent to any additional or different terms contained herein. The Bidder understands and agrees that the terms and conditions of this solicitation may not be waived.

#### 5.36. Payments by Electronic Funds Transfer

5.36.1. If the annual dollar value of this contract will exceed \$200,000.00, the Bidder 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 Contractor unless the State Comptroller's Office grants the Contractor an exemption.

5.36.2. By submitting a response to this solicitation, the Bidder agrees to accept payments by EFT. The selected Bidder 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.

5.36.3. 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>

#### 5.37. Conflict of Interest Affidavit and Disclosure

5.37.1. The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure (Exhibit K) and submit it with its bid.

5.37.2. 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.

5.37.3. 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.

- 5.37.4. Participation in Drafting of Specifications: Disqualifying Event: Bidders 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 Bidder submitting a bid in violation of this provision shall be classified as “not responsible.”

**Exhibit A: Pre-Bid/Proposal Conference Response Form**

Solicitation Title: \_\_\_\_\_

Solicitation #: \_\_\_\_\_

Bidder/Offeror Name: \_\_\_\_\_

See the Key Information Summary Sheet for the date and time for the Pre-Bid/Pre-Proposal Conference. Please return this form by the due date noted for the RSVP, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Rosetta Butler  
University of Maryland, Baltimore County  
Procurement and Strategic Sourcing  
[rbutler2@umbc.edu](mailto:rbutler2@umbc.edu)

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance.

Attendees (Check the IFB for limits to the number of attendees allowed):

1.

2.

3.

\_\_\_\_\_ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 4.1 “Pre-Bid conference”):

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Exhibit B: Bidder Information Sheet

Bidder/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**

**Exhibit C: Bid Price Instructions & Sample Form**

In order to assist each Bidder in the preparation of its Bid and to comply with the requirements of this solicitation, Bid Instructions and a Bid Form have been prepared. Each Bidder shall submit its Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. **Do not alter the Bid Form or the Bid** may be determined to be not responsive. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid 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. Any goods or services required through this IFB and proposed by the vendor at **No Cost to UMBC** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
5. Every blank in every Bid Form shall be filled in. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
6. Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Bid not responsive.
7. It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form.
8. All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid 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.
9. Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, UMBC does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
10. Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

## BID PRICE INSTRUCTIONS AND FORM

Bidders shall complete the pricing form below in its entirety. All prices shall be fully burdened and include all labor, equipment, tools, materials, transportation, supervision, and incidentals necessary to perform the services as described in the IFB.

**BIDDER NAME:** \_\_\_\_\_

### Section A – Preventive Maintenance Services (Annual Cost)

Service Description	Frequency	Annual Cost (USD)
Quarterly Inspections & Cleaning	4 times/year	\$
Annual Oil and Air Filter Replacement	1 time/year	\$
Belt Replacement (as needed or once/year)	1 time/year	\$
Engine Call Circuit Testing	4 times/year	\$
Battery Replacement (as needed)	Estimated	\$
Load Bank Testing (for units 80kW+)	1 time/year	\$
Fuel Analysis	1 time/year	\$
Hose Service or Replacement	As needed	\$

Total Annual Maintenance Cost: \_\_\_\_\_

### Section B – Emergency and On-Call Services

Service Description	Hourly Rate	Notes
Standard Business Hours Emergency Rate	\$	
After-Hours Emergency Rate	\$	
Holiday Emergency Rate	\$	

### Section C – Generator Rental Services

Bidders shall provide pricing for rental generators by size. Include fueling and delivery rates.

Generator Size (kW)	Daily Rate	Weekly Rate	Delivery & Setup Fee
50 kW	\$	\$	\$
100 kW	\$	\$	\$
150 kW	\$	\$	\$
200 kW	\$	\$	\$
300 kW	\$	\$	\$

**Notes:**

- UMBC reserves the right to add or remove generators during the contract term. Pricing for additional units shall be consistent with rates proposed herein.
- All pricing must remain firm for the initial contract period. Pricing should reflect the full cost of ownership over the proposed contract term.
- Indicate any available discounts for multi-year agreements or education/government pricing.
- UMBC reserves the right to negotiate final pricing based on bid evaluation.

We understand that by submitting a bid we are agreeing to all of the terms and conditions included in the IFB documents, and that the Bid/Proposal Affidavit submitted as part of the original technical proposal remains in effect. The evaluation and subsequent final ranking of proposals will be in accordance the IFB documents. We understand that technical weighs greater than cost.

We further understand that this Price Proposal includes all costs associated with the provision of the Services per this IFB. We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the IFB document.

We further confirm that the key personnel named within our Technical Proposal will be assigned to the UMBC Contract for the duration of this contract. We understand that no changes in this assignment will be allowed without written authorization from the University prior to such changes being made.

**Bidder:**

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*Company Name***By:**

---

*Signature***Printed Name:**

---

*Printed Name***Title:**

---

*Title***Date:**

---

*Date***SUBMIT THIS FORM WITH BID**

**Exhibit D: MBE Affidavit and Forms****MBE Subcontractor Instructions**

1. An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.

Notwithstanding any subgoals established for this IFB/RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all the various MBE classifications to meet the remainder of the overall MBE participation goal.

By submitting a response to this solicitation, the Bidder/Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minor Bidder/Offeror minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

**A Bidder/Offeror that does not commit to meeting the entire MBE participation goal outlined in the IFB/RFP must select and request for waiver in the form D-1A Part 2 with its bid/proposal submission. Failure of a Bidder/Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Bid/Proposal to the IFB/RFP may result in the State's rejection of the Bidder's Bid/Offeror's Proposal. FAILURE TO SUBMIT THE FORM D-1A IS NOT CURABLE. THE ENTIRE BID/PROPOSAL MAY BE REJECTED IF D-1A IS NOT CORRECTLY FILLED OUT.**

**2. Attachments**

- a) D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:
  - D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule
  - **(must be submitted with Bid/Proposal)**
  - D-1B Waiver Guidance
  - D-1C Good Faith Efforts Documentation to Support Waiver Request
  - D-2 Outreach Efforts Compliance Statement
  - D-3A MBE Subcontractor Project Participation Certification
  - D-3B MBE Prime Project Participation Certification
  - D-4A Prime Contractor Paid/Unpaid MBE Invoice Report
  - D-4B MBE Prime Contractor Report
  - D-5 Subcontractor Paid/Unpaid MBE Invoice Report
- b) **The Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (D-1A) whereby:**
  1. The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
  2. The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission.



The Bidder/Offeer shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

3. The Bidder/Offeer requesting a waiver should review **D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

**A Bidder/Offeer must properly complete and submit a separate D-1A, MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, for EACH for which it is submitting a Bid/Proposal.**

***If the Bidder/Offeer fails to submit a completed D-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid/Proposal is not responsive, unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.***

**Bidder/Offeers are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Exhibit D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.**

**Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeer s must provide the following documentation to the Procurement Officer:**

- a) Outreach Efforts Compliance Statement (**D-2**);
- b) MBE Subcontractor/Prime Project Participation Certification (**D-3A/3B**); and
- c) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeer responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
- d) A recommended awardee that requested a waiver of the goal or any of the applicable subgoals (in whole or in part) will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**D-1C**) and all documentation, within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

***If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.***

A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Exhibit D-1A), completed and submitted by the Bidder/Officer in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Exhibit 2 – Sample Contract).

As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. (e.g., if the contract has a 5% MBE goal, the prime contractor can self-perform up to 2.5% of the goal)

In order to receive credit for self-performance, an MBE prime must list itself in Section 4A of the MBE Participation Schedule (D-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors [see Section 4B of the MBE Participation Schedule (D-1A)] used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (D) for additional information.

### 3. Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Key Information Summary Sheet**), the Contractor shall:

a) Submit the following reports by the 10th of each month to the Contract Monitor and the MBE Liaison Officer:

- 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
- 2) (If Applicable) An MBE Prime Contractor Report (D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

- b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**D-5**) by the 10th of each month to the Contract Monitor and the MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- e) Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

**D-1A: MBE Utilization and Fair Solicitation Affidavit &  
MBE Participation Schedule****PART 1****PLEASE READ BEFORE COMPLETING THIS DOCUMENT**

**This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.**

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code and the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. CAUTION: If the firm's NAICS Code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. Guidelines Regarding MBE Prime Self-Performance. Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
  - ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.

- ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
  - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
  - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Exhibit 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
  - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.  
[http://www.goMDsmallbiz.maryland.gov/Documents/MBE\\_Toolkit/MBEPrimeRegulation\\_QA.pdf](http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf)
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. Materials and Supplies: New Guidelines Regarding MBE Participation. ☐ Regular Dealer (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

*Example for illustrative purposes of applying the 60% rule:*

*Overall contract value: \$2,000,000*

*Total value of supplies: \$100,000*

*Calculate Percentage of Supplies to overall contract value: \$100,000 divided by \$2,000,000 = 5%*

**Apply 60% Rule - Total percentage of Supplies/Products 5% x 60% = 3%**

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- ✓ ☐ **Manufacturer:** A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
- ✓ ☐ **Broker:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
- ✓ ☐ **Furnish and install and other Services:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.

**9. Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract. Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not on the same contract.

**10. CAUTION:** The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in PART 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in PART 2- for this solicitation. If a Bidder/Offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the Bidder/Offeror must request a waiver in PART 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).

5. If you have any questions as to whether a firm is certified to perform specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1 800-544-6056 or via email to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.

**Subgoals (if applicable)**

Total African American MBE Participation:	_____ %
Total Asian American MBE Participation:	_____ %
Total Hispanic American MBE Participation:	_____ %
Total Women-Owned MBE Participation:	_____ %

**Overall Goal**

Total MBE Participation (include all categories):	_____ %
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**MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE****PART2**

**This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.**

In connection with the bid/proposal submitted in response to Solicitation No. \_\_\_\_\_, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of percent and all of the following subgoals:

- \_\_\_\_\_ percent for African American-owned MBE firms
- \_\_\_\_\_ percent for Hispanic American-owned MBE firms
- \_\_\_\_\_ percent for Asian American-owned MBE firms
- \_\_\_\_\_ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete PART 3 - MBE Participation Schedule and Part 4 Signature Page in order to be considered for award.

OR

☐ After making good faith outreach efforts prior to making this submission, I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete Part 3, the MBE Participation Schedule and Part 4 Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I must complete Part 4 Signature Page in order to be considered for award.

**Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Exhibit D-1C)
- (b) Outreach Efforts Compliance Statement (Exhibit D-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Exhibits D-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or Bidder responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

### Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

## MBE PARTICIPATION SCHEDULE

### PART 3

**SET FORTH BELOW ARE THE (I) CERTIFIED MBES I INTEND TO USE, (II) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (III) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.**

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

#### **SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)**

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE <b>overall participation goal</b> (up to 50% of the overall goal): _____% <b>Please refer to Item #8 in Part 1-Instructions of this document for new MBE participation guidelines regarding materials and supplies.</b></p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the <b>subgoal</b>, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p><b>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</b></p> <p><b>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) ____%</b></p> <p><b>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ____% x 60% = ____%</b></p> <p><b>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) ____%</b></p>
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	Description of the work to be performed with MBE prime's own forces: <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>
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**SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)**

<p><u>MBE Firm</u> Name: _____ MBE Certification Number: _____</p> <p><u>(If dually certified, check only one box.)</u></p> <p> <input type="checkbox"/> African American-Owned  <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned  <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification         </p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p> <input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)  <input type="checkbox"/> Manufacturer (count 100%)  <input type="checkbox"/> Broker (count reasonable fee/commission only)  <input type="checkbox"/> Furnish and Install and other Services (count 100%)         </p> <p><b>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</b></p> <p><b>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services</b> (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ____ %</p> <p><b>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)).</b> Total percentage of Supplies/Products ____ % X 60% = ____ %</p> <p><b>C. Percentage amount of fee where the MBE firm is being used as broker</b> (count reasonable fee/commission only) ____ %</p> <p>Description of the work to be performed:  <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> </p>
<p><u>MBE Firm</u> Name: _____ MBE Certification Number: _____</p> <p><u>(If dually certified, check only one box.)</u></p> <p> <input type="checkbox"/> African American-Owned  <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned  <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification         </p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p> <input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)  <input type="checkbox"/> Manufacturer (count 100%)  <input type="checkbox"/> Broker (count reasonable fee/commission only)  <input type="checkbox"/> Furnish and Install and other Services (count 100%)         </p> <p><b>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</b></p> <p><b>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services</b> (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ____ %</p> <p><b>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)).</b> Total percentage of Supplies/Products ____ % X 60% = ____ %</p> <p><b>C. Percentage amount of fee where the MBE firm is being used as broker</b> (count reasonable fee/commission only) ____ %</p>

	Description of the work to be performed:
	_____
	_____

CONTINUE ON SEPARATE PAGE IF NEEDED

## **MBE PARTICIPATION SCHEDULE**

### **PART 4**

**To complete Affidavit committing to MBE(s) or requesting waiver, Bidder/Offeror must sign below:**

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

\_\_\_\_\_  
Bidder/Offeror Name  
(PLEASE PRINT OR TYPE)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**SUBMIT WITH BID/PROPOSAL**

## D-1B: Waiver Guidance

### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Bidder must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

#### I. Definitions

**MBE Goal(s)** – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

**Good Faith Efforts** - The “Good Faith Efforts” requirement means that when requesting a waiver, the Bidder must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether the Bidder that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. The efforts employed by the Bidder should be those that one could reasonably expect the Bidder to take if the Bidder were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere pro forma efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Bidder's good faith efforts is a judgment call; meeting quantitative formulas is not required.

**Identified Firms** – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Bidder as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Bidder identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

**Identified Items of Work** – “Identified Items of Work” means the Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Bidder identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Bidder identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

**MBE Firms** – “MBE Firms” refers to firms certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

#### II. Types of Actions Agency will Consider

The Bidder is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Bidder's Good Faith Efforts when the Bidder fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

## **A. Identify Proposal Items as Work for MBE Firms**

### **1. Identified Items of Work in Procurements**

- (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Bidder shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
- (b) Bidders may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

### **2. Identified Items of Work by Bidders**

- (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Bidders should reasonably identify sufficient items of work to be performed by MBE Firms.

## **B. Identify MBE Firms to Solicit**

### **1. MBE Firms Identified in Procurements**

- (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Bidder shall make all reasonable efforts to solicit those MBE firms.
- (b) Bidders may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

### **6. MBE Firms Identified by Bidders**

- (a) When the procurement does not include a list of Identified MBE Firms, Bidders should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
- (b) Any MBE Firms identified as available by the Bidder should be certified to perform the Identified Items of Work.

## **C. Solicit MBEs**

### **1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Bidder should:**

- (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
- (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Bidder has a valid basis for using different contact information; and
- (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

### **2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Bidder provides written solicitations.**

### **7. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Bidder must make the information available in a manner that is accessible to the interested MBE.**

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
  - (a) by telephone using the contact information in the MBE Directory, unless the Bidder has a valid basis for using different contact information; or
  - (b) in writing via a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
  - (a) attending any pre-Proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
  - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

#### **D. Negotiate with Interested MBE Firms**

Bidders must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. The Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for the Bidder's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
  - (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder;
  - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder;
  - (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
  - (d) number of MBE firms that the Bidder solicited for that portion of the work;
  - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
  - (f) number of quotes received by the Bidder for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Bidder may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
6. The “average of the other subcontractors’ quotes received” by the Bidder refers to the average of the quotes received from all subcontractors. Bidder should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
7. The Bidder shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm’s capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Bidder concludes is not acceptable, the Bidder must provide a written detailed statement listing the reasons for this conclusion. The Bidder also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
  - (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
  - (b) The MBE Firm’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the project goal.

#### **E. Assisting Interested MBE Firms**

When appropriate under the circumstances, the decision-maker will consider whether the Bidder made reasonable efforts to assist interested MBE Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Bidder; and
2. Necessary equipment, supplies, materials, or related assistance or services.

### **III. Other Considerations**

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether the Bidder decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Bidders in meeting the contract. For example, when the apparent successful Bidder fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Bidders, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Bidder having made Good Faith Efforts.

#### **IV. Documenting Good Faith Efforts**

At a minimum, the Bidder seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 Business Days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

##### **A. Items of Work (Complete Good Faith Efforts Documentation Exhibit D-1C, Part 1)**

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

##### **B. Outreach/Solicitation/Negotiation**

1. The record of the Bidder's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement - D-2).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
  - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) (Complete Good Faith Efforts Exhibit D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations); and
  - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

##### **C. Rejected MBE Firms (Complete Good Faith Efforts Exhibit D-1C, Part 3)**

1. For each MBE Firm that the Bidder concludes is not acceptable or qualified, a detailed statement of the reasons for the Bidder's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Bidder concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Bidder's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. (Include copies of all quotes received.)
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see D-1B - Exhibit A to this Part 1) signed by the MBE contractor or a statement from the Bidder that the MBE contractor refused to sign the MBE Unavailability Certificate.

##### **D. Other Documentation**

1. Submit any other documentation requested by the Procurement Officer to ascertain the Bidder's Good Faith Efforts.
2. Submit any other documentation the Bidder believes will help the Procurement Officer ascertain its Good Faith Efforts.

**D-1C: GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

PAGE \_\_ OF \_\_

**Items of Work**

Provide a statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s). If no items of work were made available to MBE firms, provide an explanation.

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**Outreach Efforts**

Provide a statement of the efforts made to contact and negotiate with MBE Firms including:

1. The names of the MBE Firms who were contacted, the MBE Firm classification, dates contacted and manner of contact (e-mail, telephone, etc.).
2. A description of the work provided to MBE Firms for quotation.
3. For each MBE Firm that the Bidder concludes is not acceptable or qualified, a reason for the Bidder's conclusion (self-performing, pricing, capabilities, MBE Firm unavailable, etc.).
4. If no MBE Firms were contacted, provide an explanation.

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I affirm that the contents of this MBE Subcontractor Waiver Request are true to the best of my knowledge, information, and belief.

Bidder:

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*Company Name*

By:

---

*Signature*

Printed Name:

---

*Printed Name*

Title:

---

*Title*

Date:

---

*Date***ATTACH ADDITIONAL SHEETS AS NECESSARY****SUBMIT WITH BID/PROPOSAL (If Applicable)**



**D-1D: MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_

(Name of Minority firm)

located at \_\_\_\_\_

(Number)

(Street)

\_\_\_\_\_

(City)

(State)

(Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

in \_\_\_\_\_ County by \_\_\_\_\_  
(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (Minority Firm), is either unavailable  
for the work/service or unable to prepare a Proposal for this project for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

\_\_\_\_\_  
(Signature of Minority Firm's MBE  
Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(MDOT Certification #)

\_\_\_\_\_  
(Telephone #)

\*\*\*\*\*

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

\_\_\_\_\_  
(Signature of Prime Contractor)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**D-2: Outreach Efforts Compliance Statement**

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Proposal submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

1. Bidder identified subcontracting opportunities in these specific work categories:

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2. Attached to this form are copies of written solicitations (with Proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder made the following attempts to personally contact the solicited MDOT-certified MBE firms:

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4. **Please Check One:**

- ☐ This project does not involve bonding requirements.
- ☐ Bidder assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

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5. **Please Check One:**

- \_\_\_\_\_ Bidder did attend the pre-Proposal conference.
- \_\_\_\_\_ No pre -Proposal meeting/conference was held.
- \_\_\_\_\_ Bidder did not attend the pre-Proposal conference.

## D-3A: Certified MBE Subcontractor Project Participation Certification

### Instructions:

**PRIME CONTRACTOR:** After completing SECTIONS A, B, and D, provide this form to **each** certified Minority Business Enterprise subcontractor (MBE) listed on the MBE Participation Schedule.

**CERTIFIED MBE SUBCONTRACTOR:** Complete SECTION C to acknowledge and certify the information in SECTION A. Return the completed form directly to the Procurement Officer identified in SECTION D within 10 days after notice from the Prime Contractor of the University's intent to award the Contract. Provide a copy to the Prime Contractor.

### SECTION A

Provided that (Prime Contractor) \_\_\_\_\_ is awarded the contract in conjunction with Solicitation Number \_\_\_\_\_, Prime Contractor intends to enter into a subcontract with (Certified MBE Subcontractor) \_\_\_\_\_ with MDOT Certification Number \_\_\_\_\_ committing to participation by Certified MBE Subcontractor of at least \$ \_\_\_\_\_ which equals \_\_\_\_\_ % of the Total Contract Value for the following products/services:

NAICS Code	Items of Work	Value of Work

The Prime Contractor and certified MBE each acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. The Prime Contractor and certified MBE each affirms that: (i) the information provided in this Certified MBE Participation Certification is true to the best of its knowledge, information and belief, and (ii) 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 MBE in a Bid/Proposal and:

1. fail to request, receive, or otherwise obtain authorization from the MBE to identify the MBE in its Bid/Proposal;
2. fail to notify the MBE before execution of the Contract of its inclusion of the Bid/Proposal;
3. fail to use the MBE in the performance of the Contract; or
4. pay the MBE solely for the use of its name in the Bid/Proposal.

#### **SECTION B – Prime Contractor**

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

Name of Representative: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

#### **SECTION C – Certified MBE Subcontractor**

MBE Firm Name: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

**SECTION D****This completed form is due to the Procurement Officer on or before:** \_\_\_\_\_

Solicitation # \_\_\_\_\_ Solicitation Title: \_\_\_\_\_

Procurement Officer: \_\_\_\_\_ Email: \_\_\_\_\_

Street Address, City, State, Zip Code:

\_\_\_\_\_

\_\_\_\_\_

### D-3B: MBE Prime Project Participation Certification

#### Instructions

TO BE COMPLETED **AFTER** NOTICE OF AWARD. DO NOT SUBMIT WITH BID/PROPOSAL.

Prime Contractors self-performing work as a Certified MBE Firm: Complete PART 1 – MBE Prime Contractor Participation Certification.

Prime Contractors utilizing Certified MBE Subcontractors: Complete PART 2 – MBE Subcontractor Participation Certification.

**Please complete and submit this form to attest to each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Exhibit D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Bidder fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) with Certification Number \_\_\_\_\_ is awarded the contract in conjunction with Solicitation No. \_\_, such MBE Prime Contractor intends to perform with its own forces at least \$ \_\_\_\_\_ which equals to \_\_\_\_% of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

#### **MBE Prime Contractor**

\_\_\_\_\_  
Company Name (please print or type)

Federal Identification Number (FEIN): \_\_\_\_\_

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

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

### D-4A: Prime Contractor Paid/Unpaid MBE Invoice Report

Report #:	Contract #:
Report Period (Month/Year):	Contracting Unit:
<b>Prime Contractor: Report is due to the MBE Liaison by the 10<sup>th</sup> of the month following the month the services were provided.</b>  <b>Note: Please number reports in sequence</b>	Contract Amount:
	MBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

Prime Contractor:			Contact Person:		
Address:					
City:		State:		Zip Code:	
Phone:		Fax:		Email:	
MBE Subcontractor Name:			Contact Person:		
Phone:	Fax:		Email:		
Subcontractor Services Provided:					
List all payments made to MBE Subcontractor named above during this reporting period:				List dates and amounts of any outstanding invoices:	
	<b>Invoice #</b>	<b>Amount</b>		<b>Invoice #</b>	<b>Amount</b>
1.			1.		
2.			2.		
3.			3.		
4.			4.		
<b>Total Dollars Paid: \$</b>			<b>Total Dollars Unpaid: \$</b>		

### D-4B: MBE Prime Contractor Report

MBE Prime Contractor	Contract #:
Certification Number:	Contracting Unit:
Report #:	Contract Amount:
<b>MBE Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided.</b>  <b>Note: Please number reports in sequence</b>	Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:
	Project Begin Date:
	Project End Date:

Contact Person:		
Address:		
City:	State:	Zip Code:
Phone:	Fax:	Email:

Invoice Number	Value of Work	NAICS Code	Description of Specific Products and/or Services

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Monitor Name: _____	Contracting Unit: _____
Address: _____	City, State Zip: _____
Email: _____	Phone Number: _____

### D-5: Subcontractor Paid/Unpaid MBE Invoice Report

Report #:	Contract #:
Reporting Period (Month/Year):	Contracting Unit:
<b>Report is due by the 10th of the month following the month the services were performed.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor:		Contact Person:	
MDOT Certification #:			
Address:			
City:	State:	Zip Code:	
Phone:	Fax:	Email:	
Subcontractor Services Provided:			
<b>List all payments received from Prime Contractor named above during this reporting period:</b>		List dates and amounts of any unpaid invoices over 30 days old.	
	<b>Invoice #</b>	<b>Amount</b>	
1.			1.
2.			2.
3.			3.
4.			4.
<b>Total Dollars Paid: \$</b>		<b>Total Dollars Unpaid: \$</b>	
<b>Prime Contractor:</b>		<b>Contact Person:</b>	

Return one copy of this form to the following addresses (electronic copy with signature and date is preferred)

Contract Monitor Name: \_\_\_\_\_

Contracting Unit: \_\_\_\_\_

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

City, State Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_



**Exhibit E: Bid 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 Bids 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):

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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) 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):
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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 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).

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**SUBMIT THIS FORM WITH BID**

## Exhibit F: Firm Profile & Experience

COMPANY NAME: \_\_\_\_\_

DATE OF INCORPORATION: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_

OTHER, OR FORMER, NAMES UNDER WHICH YOUR COMPANY HAS OPERATED:

\_\_\_\_\_

NAMES OF PRINCIPAL(S) AND TITLE(S): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HEADQUARTERS LOCATION: \_\_\_\_\_

LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC AND NUMBER OF  
EMPLOYEES: \_\_\_\_\_

TYPE(S) OF WORK PERFORMED AND SERVICES PROVIDED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AVERAGE ANNUAL SALES: \$ \_\_\_\_\_

**SUBMIT THIS FORM WITH BID**

### Exhibit G: Reference Checks

Name of Company/Firm (Bidder/Offeror)	
Contact Name:	
Phone Number:	
Email Address:	

List three (3) engagements similar or relevant 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.

Information furnished in response to this Exhibit and any verification made by the Procurement Officer shall provide a basis for determining the responsibility of Bidder/Offeror. The Procurement Officer reserves the right to request additional references or utilize references not provided by the Bidder/Offeror. Points of contact must be accessible and knowledgeable regarding the Bidder/Offeror's performance. In the event that references are deemed insufficient by the Procurement Officer, the Procurement Officer may determine the Bidder/Offeror to be Not Responsible, which would cause the Bid/Proposal to be rejected.

Note: Copy this exhibit and attach additional sheets as necessary.

Reference #1		
Company Name:		
Address:		
City:	State:	Zip Code:
Contact Person – Name and Title:		
Phone No. for Contact Person	Email Address for Contact Person:	
Project Title/Type of Project:	Contract Value: \$	
Date(s) contract was performed:		
<p>Please describe in detail the goods or services that were provided that are comparable to the requirements in the solicitation. If requested, include the size and type of facility where goods or services were provided here.</p>		



**Firm References**

<b>Reference #2</b>		
<b>Company Name:</b>		
<b>Address:</b>		
City:	State:	Zip Code:
Contact Person – Name and Title:		
Phone No. for Contact Person	Email Address for Contact Person:	
Project Title/Type of Project:	Contract Value: \$	
Date(s) contract was performed:		
<p>Please describe in detail the goods or services that were provided that are comparable to the requirements in the solicitation. If requested, include the size and type of facility where goods or services were provided here.</p>		

<b>Reference #3</b>		
<b>Company Name:</b>		
<b>Address:</b>		
City:	State:	Zip Code:
Contact Person – Name and Title:		
Phone No. for Contact Person	Email Address for Contact Person:	
Project Title/Type of Project:	Contract Value: \$	
Date(s) contract was performed:		
<p>Please describe in detail the goods or services that were provided that are comparable to the requirements in the solicitation. If requested, include the size and type of facility where goods or services were provided here.</p>		

**SUBMIT THIS FORM WITH BID/PROPOSAL**

**Exhibit H: Key Personnel**

Designate the Director of Catering and other Key Personnel for this project. Attach additional sheets as necessary. Attach C.V.s for each individual listed.

**Project Manager (or similar title)**

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

**Educational Background:**

Association/Institution: \_\_\_\_\_

License/Certification/Degree Held: \_\_\_\_\_

**Employment Background:**

Most Recent Position Held: \_\_\_\_\_ Duration: \_\_\_\_\_

Relevant Experience: \_\_\_\_\_

**Other Key Personnel (optional)**

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

**Educational Background:**

Association/Institution: \_\_\_\_\_

License/Certification/Degree Held: \_\_\_\_\_

**Employment Background:**

Most Recent Position Held: \_\_\_\_\_ Duration: \_\_\_\_\_

Relevant Experience: \_\_\_\_\_

**SUBMIT THIS FORM WITH BID/PROPOSAL**

**Exhibit I: Financial Stability of Bidder/Offeror**

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

# Years in Business: \_\_\_\_\_ # Employees: \_\_\_\_\_

Names of Principals and Titles: \_\_\_\_\_  
\_\_\_\_\_

Annual Sales for Past Three Years:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the previous five years, has your firm, any affiliate, any owner or officer or major stockholder (5% or more) or any person involved in the bidding or contracting process been the subject of any of the following:

1. A firm-related bankruptcy proceeding? \_\_\_\_\_ Yes \_\_\_\_\_ No
2. A firm-related lien or judgement? \_\_\_\_\_ Yes \_\_\_\_\_ No
3. A firm-related tax delinquency? \_\_\_\_\_ Yes \_\_\_\_\_ No

Bidder: \_\_\_\_\_  
*Company Name*By: \_\_\_\_\_  
*Signature*Printed Name: \_\_\_\_\_  
*Printed Name*Title: \_\_\_\_\_  
*Title*Date: \_\_\_\_\_  
*Date***SUBMIT THIS FORM WITH BID/PROPOSAL**

**Exhibit J: Acknowledgement of Receipt of Addenda****IFB NO.:****IFB FOR:****BID DUE DATE:****NAME OF BIDDER:** \_\_\_\_\_**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 \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**SUBMIT THIS FORM WITH BID/PROPOSAL**

**Exhibit K: Conflict of Interest Affidavit & Disclosure Form**

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 Bidder, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid is made.
3. The Bidder 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 Bidder agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder 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 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.

Bidder: \_\_\_\_\_

*Company Name*

By: \_\_\_\_\_

*Signature*

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

*Printed Name*

Title: \_\_\_\_\_

*Title*

Date: \_\_\_\_\_

*Date*

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

## Exhibit L: UMBC Sample Contract

By submitting a proposal in response to this solicitation, Bidder affirms that it will execute this contract in substantially the same form. UMBC is under no obligation to negotiate terms and conditions of the Contract but may do so if deemed in its best interest.

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

**SAMPLE ONLY - DO NOT SUBMIT THIS FORM WITH BID/PROPOSAL**



## I. Anticipated Subcontractors

*(MBE and VSBE subcontractors are contractually obligated by the prime contractor from the bid/proposal submission and contract award.)*

<b>Bidder/Offeror Name:</b>			
<b>Agency and Program Name:</b>			
<b>Solicitation Name / Number:</b>			
<b>Overall MBE % Goal for Contract:</b>			
<b>Overall VSBE % Goal for the Contract:</b>			
<b>Contract Duration:</b>			
<b>Bidder/Offeror Signature:</b>			

By my signature above, I affirm that the list below contains all currently known anticipated subcontractors that will be used to fulfill the contract requirements.

[illegible]

### Prime Contractor List of Actual Subcontractors Used During Contract

(MBE and VSBE subcontractors are contractually obligated by the prime contractor from the bid/proposal submission and contract award.)

Prime Contractor Name:				
Agency and Program Name:				
Contract Name / Number:				
Overall MBE % Goal for Contract:				
Overall VSBE % Goal for the Contract:				
Contract Term (Start Date - End Date):				
Total Amount Invoiced to/Paid by the State to the Prime Contractor:				
Prime Contractor Signature:				

By my signature above, I affirm that the list below contains all subcontractors that were used to fulfill the contract requirements and the total amount paid to each subcontractor to close out the contract.

[illegible]

### Exhibit N: Generator Inventory

	Location	Make	Model	Serial #	kW	Fuel Type/Gal	Loacation
1	Chemistry-HHMI	Cummins	GGLB-6316525/H	L1100178718	150	Natural Gas	Gound/Outside
2	Chemistry-HHMI-2	Cummins	GG02*2110986	K220174473	22	Natural Gas	Ground/Outside
3	Environmental Health and Safety	Best	17.5	SNKE639230	80	Natural Gas	Ground/Outside
4	ITE Building	ONAN	DFHB-5583565	K020442324	800	Diesel/1200	Ground/Outside
5	Commons 750kW	Caterpillar	SR4	AFK00114	750	*	Rooftop
6	Commons 300kW	Caterpillar	SR4B	9CR02382/300K	300	*	Rooftop
7	Physics Building	Maxipower	VOMA-500-D3	SNC1219-97	500	Diesel/400	Ground/Outside
8	Public Policy	ONAN	400DFCE5676797/H	G040668375	400	Diesel/145	Ground/Outside
9	Kuhn Library	KOHLER	180ROZJ71/189926	322163	180	Diesel/145	Ground/Outside
10	Central Plant Cat	Caterpillar	LC5	G5A05529	300	Diesel/400	Ground/Outside
11	Central Plant Kohler	KOHLER	600ROZD/PA132643	609051	600	Diesel/400	Basement
12	TRC Building-Onan 200	ONAN	200DGFC5570119	J020426727	200	Diesel/50	Ground/Outside
13	Satellite Plant	MTU	350RXC6DT3	3.30987E+11	350	Diesel/650	Ground/Outside
14	PAHB	Caterpillar	SR4B/800kW	AFR03897	800	Diesel/470	Ground/Outside
15	Erickson Hall	ONAN	DGCB3375595	G990956962	60	Diesel/145	Ground/Outside
16	TRC- Casper	ONAN	11.5DNAD/89129A	F978641685	11.5	Diesel/50	Ground/Outside
17	IISB	Caterpillar	C32	CAT00C32HJSJ03948	1000	Diesel/3600	Ground/Outside
18	Harbor Hall	ONAN	DGCB4492760	K000180425	60	Diesel/145	Ground/Outside
19	Facilities Management	Caterpillar	3406	4LM00548	300	Diesel/500	Ground/Outside
20	Court House	KOHLER	20ROZ281	217657	80	Diesel/80	Ground/Outside
21	Center for Well Being	KOHLER	125REOZJG	3366GMJK0005	128	Diesel/316	Ground/Outside
22	RAC	Generac	SD60	3006102403	60	Diesel/189	Ground/Outside
23	South Camps	KOHLER	302ZG		30	Natural Gas	Ground/Outside
24	South Campus	KOHLER	150ROZGC		150	Natural Gas	Ground/Outside
25	South Campus	KOHLER	150ORZGC		150	Natural Gas	Ground/Outside
26	South Campus	KOHLER	80RZG		80	Natural Gas	Ground/Outside