



REQUEST FOR PROPOSAL
FOR
**CUP PRIMARY HTHW PUMPS (CONTROLS) AND ALL CUP HTHW
CONTROLS (24-123)**

RFP NUMBER: BC-21469-B

ISSUED: December 9, 2025

Prospective bidders/offerors 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, 7th 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 Proposals Title:	CUP Primary HTHW Pumps (Controls) and All CUP HTHW Controls (24-123)
Solicitation Number:	BC-21469-B
RFP Issue Date:	December 9, 2025
Procurement Officer:	Rosetta Butler, CMPO, CPPB
Technical Proposal Due Date & Time: (Not a Public Bid Opening)	January 16, 2026, at 10:00am
Technical Proposals are to be sent to:	Proposa.el56b1a8tfrzcmu@u.box.com
Price Proposals are to be sent to:	Instructions will be provided to shortlisted firms
Mandatory Pre-Proposal Conference and Site Visit:	December 16, 2025, from 10:00am – 12:00 noon , located at: University of Maryland Baltimore County (UMBC) Facilities Management Building (Across from Lot 24) Front Lobby 1000 Hilltop Circle Baltimore, MD 21250
Questions Due Date & Time:	January 5, 2026, at 2:00pm Upload Questions on Company Letterhead to: Questio.ckthlpda8hxb3f5t@u.box.com
Oral Presentations	TBD
Minority Business Enterprise (MBE) Subcontracting Goal:	0%
Contract Type:	Firm fixed price
Construction Completion Date:	08/31/2026 – Desired Substantial Completion

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 at least five (5) days prior to any meeting scheduled in connection with this solicitation.

NOTICE TO BIDDER/OFFERORS

To help improve the quality of bid and 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.

Project No.: **BC-21469-B**

Project Title: **CUP Primary HTHW Pumps (Controls) and All CUP HTHW Controls (24-123)**

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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SECTION I. SPECIFICATIONS/SCOPE OF WORK

A. BACKGROUND

The University of Maryland, Baltimore County (UMBC), established in 1966, sits on approximately 482 acres of land. The Central Utility Plant (CUP) is located on the northwest section of the campus and produces high temperature hot water (HTHW) via four boilers. The HTHW system is comprised of a primary and secondary loop. The primary loop circulates HTHW through the boilers. The secondary HTHW loop provides heating and domestic water generation for 19 buildings. The system currently distributes HTHW to campus at 340-355 DEG F at 205 PSIG.

The HTHW system is currently monitored and partially controlled through a Siemens building management system (BMS). Plant Operators can monitor and command some equipment from the CUP control room BMS workstation. The HTHW boilers are controlled via Allen Bradley CompactLogicx programmable logic controllers (PLCs) that are equipped with a touchscreen. These PLCs also control the combustion control system (CCS). Only HTHW boiler alarms are visible at the main Siemens workstation graphic display; all other controls are visible only at the PLCs. The current HTHW control system lacks a full system schematic and each boiler reports different information to the BMS depending on the control technology at the year of installation. Refer to the HTHW Study (EXHIBIT O) for more information on the HTHW system.

B. SUMMARY STATEMENT

The University of Maryland, Baltimore County (UMBC), a constituent institution of the University System of Maryland and an agency of the State of Maryland (herein referred to as the "University" or "UMBC"), is seeking proposals from qualified controls integrators to provide a complete boiler plant control system for the University's HTHW system. The University is currently replacing 3 primary HTHW pumps and a controls compressor and is seeking an "alternate" price proposal to provide controls and instrument air for UMBC project 24-123.

This solicitation shall be conducted in accordance with the University System of Maryland (USM) Board Regents Procurement Policies and Procedures.

C. MINIMUM QUALIFICATIONS

1. The Offeror shall have at least 5 years' experience providing the requested services and shall provide at least three (3) references from organizations of similar size and scope to the UMBC. These references should demonstrate the Offeror's experience and successful performance in providing comparable services. Each reference shall include the organization's name, a brief description of the services provided, the timeframe of the engagement, and contact information (including name, title, phone number, and email address) for the individual who can verify the services rendered.
2. The Offeror shall provide evidence of financial stability (e.g., audited financial statements or Dun & Bradstreet report) to ensure long-term viability.
3. The Offeror shall agree to comply with all applicable University System of Maryland and State of Maryland procurement policies, terms, and conditions.
4. 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 Offeror, as well as itself even if not provided as a reference by the Offeror. References will be held in the strictest of confidence.

D. SCOPE OF WORK/SPECIFICATIONS

1. **Base Bid:** Provide an integrated control system to manage and optimize the CUP HTHW system. The control system shall integrate seamlessly with the existing Allen Bradley PLCs and provide a full graphics package at the CUP control room workstation. The new controls system shall make it possible for Plant Operators to monitor, command and optimize the boilers and associated primary and secondary pumps from the CUP control room workstation. All points monitored and/or controlled by the legacy Siemens system shall be integrated into the proposed new system. A points list is provided in Exhibit S. Base bid work is not to include the controls and air instrument air work described in the contract documents for project 24-123 Central Plant Primary HTHW Pumps.
2. **Add Alternate 01:** Provide controls for three primary HTHW pumps and instrument air per scope of work outlined in the contract documents for UMBC project 24-123 Central Plant Primary HTHW Pumps. The project includes replacing three primary HTHW pumps and improvements to the existing CUP control air system. All work for project 24-123 is to be provided by a mechanical contractor (Emjay Engineering & Construction Co.) with the exception of the controls (Division 25) and instrument air to be provided by the Controls Integrator awarded the base bid work for this solicitation. The selected awardee will be expected to coordinate closely with the Emjay to ensure integration and compatibility with Project 24-123 and the base bid work as described in this solicitation.
 - i. Add Alternate 01 also includes providing remote control through the CUP control room workstation of HTHWP-3, which per Exhibit T has been converted to a booster pump to provide redundancy in campus heating. This booster pump is currently configured to be manually operated only, but as noted needs to be converted also allow full remote control through the CUP control room workstation.
3. **Add Alternate 02:** Provide pricing for a three (3) year service agreement to maintain all software and controls installed under the base bid and add alternate 01. Proposal shall provide description of standard service agreement and all services needed to maintain the HTHW control system.

SECTION II. EVALUATION PROCEDURE

A. EVALUATION COMMITTEE

All technical proposals received by the closing deadline will be evaluated by a committee appointed by the Procurement Officer. The committee may request additional technical assistance from any source within the University System of Maryland, state government, or other sources deemed appropriate. Technical and price proposals will be evaluated independently.

B. QUALIFYING PROPOSALS

Proposals shall be initially reviewed for compliance with the solicitation requirements. Failure to comply with solicitation requirements may result in a proposal being classified as not reasonably susceptible of being selected for award. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the University's best interest.

C. TECHNICAL EVALUATION

1. After determining compliance with the RFP's minimum requirements, the evaluation committee will assess and rank technical merit of each proposal in accordance with the criteria below.
2. At the discretion of the Procurement Officer following recommendation by the evaluation committee, a shortlist of qualified proposals may be established during the technical evaluation. Only shortlisted offerors would continue in the evaluation process; offerors not short-listed shall be so advised.

D. FINANCIAL EVALUATION

Price proposals will be evaluated separately from Technical Proposals. Do not submit price information in the technical proposal. **Price Proposals will be requested after a shortlist has been established.**

E. DISCUSSIONS - BEST AND FINAL OFFERS

1. The Procurement Officer may invite one or more qualified offerors for oral presentations of their proposals. Discussions or negotiations may be conducted with qualified offerors. With or without discussions, UMBC may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.
2. When in the best interest of the University, the Procurement Officer may request that qualified offerors revise their initial proposals by submitting best and final offers.

F. EVALUATION CRITERIA

1. Technical and financial merit shall be equally important.
2. The technical evaluation criteria are listed below in descending order of importance:
 - a. Offeror's Response to RFP Objectives and Requirements
 - b. Past Performance and References
 - c. Offeror's Capacity and Experience
 - d. Proposed Management and Project Personnel
 - e. Cost Proposal

G. FINAL RANKING AND SELECTION

Following evaluation of the technical and price proposals, the evaluation committee will recommend to the Procurement Officer award to the responsible offeror whose proposal is determined to be the most advantageous to the University.

H. DEBRIEFING

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

SECTION III. INFORMATION REQUIRED IN ALL PROPOSALS**A. ORGANIZATION OF TECHNICAL PROPOSAL SUBMISSION**

1. The technical proposal shall be submitted electronically not later than the date and time indicated on the Key Information Summary Sheet.
2. All other correspondence should be directed to the appropriate procurement representative per the instructions contained in this document. The **solicitation name and number** shall appear in **subject line of email** along with your **company name**.
3. Any attachment, or cumulative attachments, at or exceeding 150MB in size will not be accepted by the University email system. Zip files will also not be accepted by the University. Bidders are permitted to separate attachments into multiple, but shall be clearly labeled.
4. If product literature and other publications are needed to supplement offeror's response, include a reference to the document name and page in text, and insert the product literature, etc. following the last section of the response.

B. EXECUTIVE SUMMARY/TRANSMITTAL LETTER

Each technical proposal shall be covered by an executive summary/transmittal letter, prepared on the offeror's business stationery, signed by an individual who is authorized to bind the firm to all statements, proposed services, and prices offered. **Do not include price information in the transmittal letter.**

C. TECHNICAL PROPOSAL

1. Ensure that it is page-numbered and prepared in a clear and concise manner that addresses each part of the RFP. **Do not include price information in the technical proposal.**
2. Organize the technical proposal in the same sequence as Section I of this RFP, and address each separate item herein, confirming compliance and describing in detail how offeror proposes to meet or exceed each requirement.

D. TECHNICAL PROPOSAL CONTENTS

1. Executive Summary/Transmittal Letter. A brief synopsis that demonstrates offeror's understanding of the University's requirements and highlighting offeror's proposed solution/approach to the project, tax identification number and a **statement attesting to all terms and conditions or contract terms that Offeror is taking exception to.**

Executive Summary shall also include a statement identifying those portions of the technical proposal considered confidential, or containing proprietary information or trade secrets as detailed in Section V.K.

2. Technical Proposal. Narrative discussing all objectives and requirements as outlined in Section I of this RFP. Organize the technical response in the same sequence as Section I of this RFP, and address each separate item herein, confirming compliance and describing in detail how offeror proposes to meet or exceed each requirement.
3. Key Personnel. Using Exhibit G, provide the names of key offeror personnel proposed for the University's project, if awarded, emphasizing specific experience on contracts similar in scope and volume to the requirements of this RFP. Note: offeror shall submit forms only for personnel reasonably expected to be committed to the University for the duration of the project.
 - Include, a minimum, information on the Key Personnel assigned to the University's contract.
 - Provide lists names and titles of team members who will be assigned to this Project including assigned project roles and tasks.
 - In addition to Key Personnel Forms, resumes shall also be submitted for all individuals identified in list.
 - Clearly define the division of responsibility among members of Offeror's team.
4. Company Profile. Complete the Company Profile form included with this RFP (Exhibit E), noting the website to be consulted for additional company information.
5. Subcontractors. List each subcontractor proposed for the University's contract, with a complete description of its role and involvement. Duplicate the "Company Profile" form as necessary for this response.
6. Offeror Experience on Similar or Relevant Projects. Complete the References Check Form (Exhibit F), providing not less than three comparable projects previously undertaken by offeror. Identify the similarities and differences between projects recently completed and the proposed project. Documented success with designing and implementing complete boiler plant control systems. The University reserves the right to make such investigations, as it deems necessary to confirm the responsibility of offeror. In the absence of information clearly indicating that the offeror is responsible, the Procurement Officer shall decide of non-responsibility.

7. Additional Documentation. Furnish any additional documents that may become part of the final agreement (e.g., Software License Agreements, General Terms & Conditions, etc.).
8. References. Furnish reference data for not less than three (3) comparable projects currently underway or completed, including the name and telephone number of the project manager and/or procurement officer for each. The University reserves the right to make such investigations as it deems necessary to confirm the responsibility of offeror.
9. The University reserves the right to request offeror to furnish its most recent annual financial statements or other financial report to confirm financial capacity and stability.

E. BID/PROPOSAL AFFIDAVIT

Complete the Bid/Proposal Affidavit (Exhibit D) and submit with the technical proposal.

F. PERFORMANCE BOND

The successful offeror shall be required to submit a performance bond for the full amount of the first year's contract value, and renew the bond at the beginning of each contract year. The bond shall be in the form included as Exhibit N; information regarding other forms of security allowed under the *USM Procurement Policies and Procedures* will be provided upon request to the Procurement Officer.

G. ADDENDA ACKNOWLEDGMENT FORM

Should one or more addenda be issued to this RFP, offerors shall acknowledge receipt of each on the Addenda Acknowledgment Form (Exhibit I). Identify each addendum by number and date, sign the form.

H. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Complete the Conflict of Interest Affidavit and Disclosure (Exhibit J) and enclose with the technical proposal

J. PRIME CONTRACTOR LIST OF CONTRACTORS

Complete (Exhibit L) and enclose with the technical proposal.

SECTION IV. INFORMATION FOR OFFERORS

A. ISSUING OFFICE AND PROCUREMENT OFFICER

The sole point of contact for purposes of this RFP is the Procurement Officer or his/her representative (hereinafter referred to as Procurement Officer) noted on the Key Information Summary Sheet. Only the information communicated by the Procurement Officer shall be deemed the official position of the University; no other State or University employee, official, or representative has authority to change the requirements of this solicitation. Attempts by offeror to contact members of the evaluation committee or otherwise circumvent this procedure in any manner may be grounds for disqualification.

B. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT

A pre-proposal conference and site visit will be held as noted on the Key Information Summary Sheet. Offerors shall submit questions in writing to the Procurement Officer prior to the pre-proposal conference and site visit. These are mandatory for proposal acceptance by UMBC.

To ensure adequate seating, all potential offerors should confirm attendance by returning the **Pre-Proposal Conference and Site Visit Response Form** (Exhibit A), not less than 48 hours in advance of the conference.

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 five (5) days prior to any meeting scheduled in connection with this solicitation.

C. QUESTIONS AND INQUIRIES

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 offerors known to have received the RFP.

D. INSURANCE

1. The 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.
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. 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. 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.
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*.

E. PROPOSAL DUE DATE

Proposals shall be received at the Issuing Office by the date and time indicated in the Key Information Summary Sheet. Requests for extensions will not be granted, nor will late proposals, late requests for modification, or late requests for withdrawal be considered.

Unless specifically requested, proposals submitted by fax will not be accepted.

F. DURATION OF PROPOSAL OFFER

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date for proposals or, if requested, the due date for best and final offers (BAFO). This period may be extended by mutual written agreement between the offeror and the University.

G. PROCUREMENT METHOD

This solicitation shall be conducted in accordance with the *University System of Maryland (USM) Board of Regents Procurement Policies and Procedures*. The procurement method is Competitive Sealed Proposals.

H. BASIS FOR AWARD

1. The University may classify a proposal as "not reasonably susceptible of being selected for award" if it is incomplete or does not meet minimum requirements. The University may also determine that an offeror is non-responsible, i.e., does not have the capacity in all respects to perform the work required. Should a proposal be judged not reasonably susceptible of being selected for award, or an offeror found not responsible, the proposal will not be considered further; offeror will be notified accordingly.
2. Proposals will be evaluated by an evaluation committee. The committee will recommend award to the responsible offeror whose proposal is determined to be the most advantageous to the University, considering both technical factors and price.
3. Award pursuant to this solicitation is final only upon approval by the appropriate office of the University and/or the State of Maryland, and contract execution on behalf of the University.

I. ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

SECTION V. GENERAL INFORMATION FOR OFFERORS**A. PURPOSE**

The purpose of this solicitation is to provide information to offerors interested in preparing and submitting proposals to meet the requirements contained herein. Offerors shall familiarize themselves with each section and subsection of this document.

B. ADDENDA TO THE RFP

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

Each Offeror shall acknowledge the receipt of all addenda issued by completing Exhibit I, Acknowledgement of Receipt of Addenda, and enclosing it with the technical proposal.

C. PRE-PROPOSAL MODIFICATION OR WITHDRAWAL OF OFFERS

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

D. CANCELLATION OF SOLICITATION/REJECTION OF ALL PROPOSALS

The University reserves the right to cancel this solicitation, to accept or reject any or all proposals, 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.

E. DISCUSSIONS

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

F. ORAL PRESENTATIONS

Offerors may be required to make oral presentations to University representatives. The Procurement Office will provide notice of the time and place for presentations.

G. INCURRED EXPENSES

The University assumes no responsibility for expenses incurred by offeror in preparing and submitting a proposal, making an oral presentation, or participating in discussions or any other activity in response to this RFP.

H. ARREARAGES

By submitting a response to this RFP, offeror represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for award.

I. VERIFICATION OF REGISTRATION AND TAX PAYMENT

Each prospective 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 offeror from recommendation for contract award.

J. ECONOMY OF PREPARATION

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

K. PUBLIC INFORMATION ACT NOTICE

Offeror shall give specific attention to identification of those portions of its proposal considered confidential, or containing proprietary information or trade secrets. Upon request, 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.

L. EXECUTION OF PROPOSALS

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

1. Sole Proprietorship. Proprietor shall sign full name, with address.
2. Partnership and Joint Venture. Submit the 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 offeror's proposal. Reasonable evidence satisfactory to the University of the authority of one partner to bind other purported partners is required. It is recommended that the 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 proposal. At the University's option, all general partners may be required to sign the proposal. Failure to present the University with satisfactory information concerning a purported partnership or joint venture may be grounds for finding a proposal unacceptable.

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.

M. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS

Should 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, 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 offeror for expenses made necessary by reason of later interpretation of the contract documents, and offeror shall be bound to the University's interpretation. Request clarifications in accordance with the instructions provided in Section IV.C-Questions and Inquires.

N. ORDER OF PRECEDENCE

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

1. The contract executed by the parties and/or Purchase Order issued by the University;
2. The solicitation, included as Exhibit K (Required Contract Provisions) and all other exhibits; and
3. Offeror's proposal.

No modifications to this order of precedence will be accepted.

O. REQUIRED CONTRACT PROVISIONS

By submitting a proposal, offeror is deemed to have accepted the terms of this RFP, including exhibits; a proposal that takes exception to the terms of the RFP may be rejected. Exceptions, if any, shall be clearly identified in the Transmittal Letter enclosed with the technical proposal. 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.

P. OFFEROR RESPONSIBILITIES

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

Q. FALSE STATEMENTS

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.

R. 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.

S. PRESS RELEASES

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

T. RECIPROCAL PREFERENCE

While Maryland law does not authorize state agencies to favor resident 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 offeror whose headquarters, principal base of operations, or principal site that will provide the services required by this RFP 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.

U. NON-VISUAL ACCESS

The Contractor shall ensure compliance in any applicable contract with State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for information technology contracts. These standards/policies may be revised from time to time and the Contractor shall comply with all such revisions. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this RFP is the basis for the standards that have been incorporated in the Maryland regulations.

V. 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.

W. PARKING

All vehicles parked on University property shall strictly observe University parking regulations. 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. Permits are available for vendors with contracts that require them to park regularly on the campus; see the parking website at <https://parking.umbc.edu/> for permit information to support preparation of Bid/Price Proposal. Parking Transportation phone: 410-455-2251. **NOTE: Include parking fees in Bid/Price Proposal.**

X. 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.

Exhibit A: Pre-Bid/Proposal and Site Visit 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, CMPO, CPPB
University of Maryland, Baltimore County
Procurement and Strategic Sourcing
Rbutler2@umbc.edu

Please indicate:

_____ Yes, the following representatives will be in attendance.

Attendees (Check the RFP 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 RFP § 4.1 “Pre-Proposal conference”):

Offeror: _____

By: _____ (Signature)

Printed Name: _____

Title: _____

Date: _____

Exhibit B: Offeror 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 PROPOSAL

Exhibit C: Proposal Price Instructions & Sample Form

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

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 RFP 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 RFP 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 Proposal Form shall be filled in. Any changes or corrections made to the Proposal Form by the Offeror prior to submission shall be initialed and dated.
6. Except as instructed on the Proposal Form, nothing shall be entered on or attached to the Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not responsive.
7. It is imperative that the prices included on the Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Proposal Form.
8. All Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
9. Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, 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 Proposal being determined not responsive.

Exhibit C: Sample Price Form - DO NOT SUBMIT THIS FORM WITH TECHNICAL PROPOSAL

Note: Instructions will be provided to shortlisted firms.

Offeror's Name:	
Anticipated Construction Start Date:	02/16/2026
Construction Completion Date:	08/31/2026 – Desired Substantial Completion

Category	Contractor/Subcontractor Provide the name of Subcontractor	Price	MBE
BASE BID:			
Div 00 - General Conditions		\$	\$
Div 2 - Selective Demolition		\$	\$
Div 25 – Controls +Commissioning		\$	\$
ALLOWANCES: These allowances shall be included in Total Base Bid Price.			
	Description	Price	
Allowance No. 1 – Contingency Allowance	Include the sum of \$XX,000 for use according to University's written instructions.	\$10,000	
TOTAL BASE BID PRICE:			\$
Alternates		Price	MBE
Alternate No. 1 – Provide controls for three primary HTHW pumps and instrument air.		\$	\$
Alternate No. 2 – Provide a 3 year service agreement to maintain all software and controls installed under the base bid and Alternate No. 1. Provide description of standard service agreement and all services to maintain the HTHW control system.		\$	\$
MBE Participation shall only be indicated for MBE firms that are certified by MDOT in the applicable NAICS code. Firms shall provide applicable MBE forms with their submission.			
Total MBE Participation Amount			\$
Total MDOT MBE Participation as percent of total price			%

Notes:

- Pricing should reflect the full cost of ownership over the proposed contract term.
- Clearly specify any optional modules or services, along with their pricing.
- Indicate any available discounts for multi-year agreements or education/government pricing.
- UMBC reserves the right to negotiate final pricing based on proposal evaluation.

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP 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 RFP 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 RFP. 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 RFP 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.

Offeror: _____
Company Name

By: _____
Signature

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

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

Exhibit D: Proposal Affidavit**A. Authority**

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or

- (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**I FURTHER AFFIRM THAT:**

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION**I FURTHER AFFIRM THAT:**

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

H. AFFIRMATION REGARDING COLLUSION**I FURTHER AFFIRM THAT:**

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES**I FURTHER AFFIRM THAT:**

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

I 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 PROPOSAL

Exhibit E: 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 PROPOSAL

Exhibit F: 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 Attachment and any verification made by the Procurement Officer shall provide a basis for determining the responsibility of Bidders/Offerors. 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's/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:		
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.		

Firm References

Reference #2		
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:		
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.		

Reference #3		
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:		
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.		

SUBMIT THIS FORM WITH PROPOSAL

Exhibit G: Key Personnel

Designate the Project Manager 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 H: 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

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

Exhibit I: Acknowledgement of Receipt of Addenda

RFP NO.: BC-21469-B

RFP FOR: CUP Primary HTHW Pumps (Controls) and All CUP HTHW Controls

TECHNICAL PROPOSAL DUE DATE: January 16, 2025, at 10:00am

NAME OF OFFEROR: _____

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 PROPOSAL

Exhibit J: 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 Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.
3. The Offeror warrants that, except as disclosed below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
4. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):

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

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

Offeror:

Company Name

By:

Signature

Printed Name:

Printed Name

Title:

Title

Date:

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Exhibit K: UMBC Sample Contract

By submitting a proposal in response to this solicitation, Offeror 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

Exhibit L: Prime Contractor List of All Subcontractors Anticipated/Used During Contract

I. Anticipated Subcontractors

Prime Contractor List of Subcontractors Anticipated to Use During Contract

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

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

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.

Subcontractor Name	MBE/VSBE/SBR State of Maryland Certification # or NA	Brief Description of Work to be Performed	Individual MBE/VSBE % Goal or NA

I. Actual Subcontractors

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.

Subcontractor Name	MBE/VSBE/SBR State of Maryland Certification # or NA	Brief Description of Work to be Performed	Individual MBE/VSBE % Goal or NA	Total \$\$ Paid to Subcontractor

SUBMIT THIS WITH BID/PROPOSAL

Exhibit M: Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through _____ (Issuing Agency Name) (the “Department” or “Agency” or “Authority” or “Commission”), and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for _____ (Solicitation Title) Solicitation # _____; and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h) and Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) as defined in 45 CFR 160.103 that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.

2. The Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. The Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement. Contractor shall provide copies of such agreements to the State upon request. The names of such personnel are attached hereto and made a part hereof as Attachment S-2. Contractor shall update Attachment S-2 by adding additional names (whether Contractor’s Personnel or a subcontractor’s personnel) as needed, from time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to nonemployee agents who are assisting in the Contractor’s performance of the Contract or will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State prior to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion. If consent is granted, such individuals shall be considered Contractor’s Personnel for all purposes herein.

4. The Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. The Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. The Contractor shall, at its own expense, return to the State all Confidential Information in its care, custody, control or possession upon request of the State or on termination of the Contract.

7. A breach of this Agreement by the Contractor or the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may seek to obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. The parties further agree that:

- a. This Agreement shall be governed by the laws of the State of Maryland;
- b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
- c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
- f. The Recitals are not merely prefatory but are an integral part hereof; and
- g. The effective date of this Agreement shall be the same as the effective date of the Agreement entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: _____

By: (seal)

Printed Name:

Title:

Date:

Department: _____

By: (seal)

Printed Name:

Title:

Date:

LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION

[illegible]

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ (“Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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, HAVING MADE DUE INQUIRY.

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____ (Signature)

TITLE: _____ (Authorized Representative and Affiant)

SUBMIT WITH BID/PROPOSAL

Exhibit N: Performance Bond

PERFORMANCE BOND

Principal	Business Address of Principal
Surety	Obligee
A corporation of the State of and authorized to do business in the State of Maryland	STATE OF MARYLAND
	By and through the following Administration
Penal Sum of Bond (express in words and figures)	Date of Contract _____ 20__
Description of Contract: _____	Date Bond Executed _____ 20__
Contract Number: _____	

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions.

In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way

affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

Individual Principal

In Presence of:
Witness

(Name)

_____ as to

(SEAL)

Co-Partnership Principal

In Presence of:
Witness

(Name of Co-Partnership)

_____ as to

(SEAL)

Partner

_____ as to

(SEAL)

Partner

_____ as to

(SEAL)

Partner

Corporate Principal

Attest:

(Name of Corporation) AFFIX
CORPORATE
SEAL

By: _____

Corporate Secretary

President

Attest:

Signature_____
(Individual or Corporate Surety)

Bonding Agent's Name:

By: _____ SEALAgent's Address: _____

_____Title: _____

(Business Address of Surety)Approved as to form and legal sufficiency
this __ day of _____ 20_____

Assistant Attorney General

Exhibits O - T

The following exhibits can be downloaded from the link below:

- Exhibit O HTHW Study
- Exhibit P UMB Standard General Conditions of Construction Contract
- Exhibit Q UMBC Amendments to Exhibit P
- Exhibit R 24-123 Contract Documents (Drawings and Specifications)
- Exhibit S Points List (Collection of Files in a Zip File)
- Exhibit T CUP HTHWG-3 Booster Pumping Piping Design Prefinal

Link: <https://umbc.box.com/s/bnm9y3zuvljq2qx0xrugae20v7er9fqw>
(Note: No Log-in Required)