

UNIVERSITY OF MARYLAND, BALTIMORE COUNTY (UMBC)

MULTI-STEP BID

FOR

**UMBC FREEZER PROGRAM
BC-20631-Q**

Issued: Friday, October 2, 2009
Deadline for Questions: Thursday, October 15, 2009
**Technical Offers &
Bid Price Due Date:** Thursday, October 22, 2009, by 2:00 P.M.
Bid Price Opening: Wednesday, November 11, 2009 at 2:00 p.m.

Issued by: University of Maryland, Baltimore County (UMBC)
Department of Procurement Services
1000 Hilltop Circle
Administration Building, Rom 301
Baltimore, MD 21250
Attn: Sharon Quinn
410-45-2540
410-455-1009 (fax)
E-mail: squinn@umbc.edu

Deliver to: Same as above
Building can be accessed during the hours
of 8:00 am to 5:00 pm, Monday through
Friday.

Pre-Proposal Conference: N/A

WARNING: Prospective VENDORS who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Bid or other communications can be sent to them. Any prospective VENDORS who fail to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

SPECIAL ACCESS: Anyone requiring special assistance in obtaining a copy of the solicitation, or in delivering a bid are requested to contact the Buyer listed above at least 48 hours in advance.

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UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
UMBC FREEZER PROGRAM
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Terms and Conditions

1 General Information – Submittal of Multi-Step Bid

- 1.1 “Multi-step sealed bidding” is defined as a two–phase process. Bidders are required to submit both a **Technical Offer** and a **Bid Price**, in separately identified and sealed packages by the deadlines set forth herein. In the first phase, bidders submit *unpriced* technical offers to be evaluated by the University. Only those bidders whose technical offers have been found to be acceptable during the first phase, that is both responsive and responsible, will have their price bids considered.
- 1.2 Both phases of this multi-step bid are subject to the terms and conditions contained in this supplement.

2 Scope of Work:

UMBC is seeking bids to establish a contract with up to three (3) vendors to establish and maintain a “freezer program”. This program will be housed in and operated through the Department of Biological Sciences and will be accessible to all members of the UMBC community. The sales of molecular biology reagents must be the primary business concentration of offerors.

The initial term of the contract shall be for a period of one (1) year beginning with the execution of all contract documents. The University shall have the option to extend the contract for five (5) additional one-year option(s) to be exercised at the sole discretion of the University. In the event the University elects to exercise any one or more of the said one-year options, the Contractor shall be notified in writing at least ninety (90) days prior to commencement of the additional one-year term involved.

2.1 Mandatory Specifications:

- 2.1.1. The products available for purchase must include restriction enzymes, enzymes for the synthesis and modification of DNA, and other molecular biology reagents and kits specified on the attached sheet. Offerors must be able to provide all of the items listed. Bid responses must describe prices of items to be provided in the “freezer” as well as a discount structure for some or all of the other products available through the vendor’s catalog. All stocking and re-stocking is required to be over-night delivery.

- 2.1.2. In addition to the required reagents, offerors must describe other molecular/cell biology reagents that could also be provided through this program.
- 2.1.3. The reagents must be provided on a consignment basis, and a vendor's representative must take responsibility for inventory and restocking on a regular basis. This representative will be responsible for rotating the stock and insuring the existing stock remains within date, as well as, must be specifically trained in the handling and use of the products provided by the vendor in the freezer program.
- 2.1.4. Offerors must provide a new freezer and, if necessary, a refrigerator. Space will be provided for up to a 20 cu. ft. upright freezer and up to a 20 cu. ft. refrigerator. Freezer and/or refrigerator will become the property of the University at the end of the contract.
- 2.1.5. The successful offeror must be willing to assume all liability in the event that products are lost or damaged due to theft, loss of power, or other unforeseen circumstance.
- 2.1.6. Cooperative ventures among vendors are not excluded.
- 2.1.7. Offers must submit references from at least two (2) other freezer programs of similar scope giving location, contract names, and telephone numbers. All references must be current-two years or less. The University reserves the right to use itself as a reference, where applicable, and/or contact additional references which are known to the University but may not have been proposed by the bidder.
- 2.1.8. Discounts quoted for this contract shall be firm and fixed for the entire contract period. List pricing shall remain firm for one year period with increases allowed only on an annual basis and will have a cap of 5% over the previous year's price.
- 2.1.9. All contract prices shall be inclusive of all shipping costs and quoted on a F.O.B. delivered basis only. No add-on costs are allowed. There will be no shipping costs for products that are returned and there will be no re-stocking charges for returned products or for new products shipped to the University.
- 2.1.10. The contract prices shall apply to ALL items. Pricing for new items that may become available during the contract year shall be priced according to the same pricing formula used for similar items already on-line. In the event of totally new and unique items for which similar items are not already available, discussions shall be held between the University and the vendor to negotiate acceptable pricing.
- 2.1.11. Only in the case of a sudden and extreme increase in the price of an item due to world wide shortage of a commodity, imposed Federal surcharge or tariff, or similar condition beyond the control of the vendors or its supplier will a request

for a price increase be considered other than as described above. In no case, should such a situation arise, will any more than the vendor's additional documented increased cost be allowed to be passed through to the University.

2.1.12. If the entity with whom this contract is awarded changes its corporate structure, the University reserves the right to cancel this contract or continue it as we see appropriate.

3 **Instructions to Bidders:**

3.1 **Issuing Office.** The issuing office for this solicitation is the following:

Ms. Sharon Quinn
University of Maryland Baltimore County
Department of Procurement
Administration Building, Room 301
1000 Hilltop Circle
Baltimore, Maryland 21250
TEL: (410) 455-2540
FAX: (410) 455-1009
E-mail: squinn@umbc.edu

3.2 **Procurement Officer**

The person indicated above is the procurement officer for this solicitation. The procurement officer shall be the sole point of contact with the University for purposes of preparation and submittal of this bid. The procurement officer may be reached during normal business hours of 8:00 a.m. to 5:00 p.m. weekdays.

3.3 **Pre-bid Conference**

A Pre-Bid Conference will not be held in connection with this solicitation.

3.4 **Questions and Inquiries**

Questions and inquiries shall be directed *in writing* to the individual referenced as the procurement officer above. Requests shall include the bid number and name. All questions and inquiries must be received in the Department of Procurement by no later than **Thursday, October 15, 2009 by 4:00 p.m.**

3.5 **Due Date and Time**

3.5.1 **One (1) original plus three (3) copies** [for a total of **four (4) sets**] of the **Technical Offer** and **one (1) original plus two (2) copies** [for a total of **three (3) sets**] of the **Bid Price** for this multi-step bid must be submitted to the Issuing Office by not later than

2:00 p.m. on Thursday, October 22, 2009 in order to be considered. The original must be clearly indicated as such.

3.5.2 The **Bid Opening** will take place on **Wednesday, November 11, 2009, at 2:00 p.m.**

3.5.3 Only those bidders whose Technical Offers are deemed acceptable will have their Bid Prices opened. **All others will have their Bid Price returned to them unopened.**

3.5.4 Bidders mailing their bids are responsible for allowing sufficient mail delivery time to insure timely receipt by the Issuing Office. Late bids or unsolicited amendments to bids arriving after the due date and time will not be considered. Bids delivered to locations on campus other than the Issuing Office will not be considered "received" by the Department of Procurement until they arrive at the Issuing Office and are time-stamped with the date and time of receipt. UMBC will not waive delay in delivery resulting from the need to transport a bid from another location on campus to the Issuing Office or an error or delay on the part of the carrier.

4. **Contract Term**

Term of Contract: The term of the contract shall be for a period of **one (1) year** beginning with the award of contract, which is **anticipated to be mid-November 2009**. There are **five (5) additional one-year renewal terms** at the sole option of the University.

5. **Requirements for Technical Offers:** The following technical criteria are listed in order of importance:

5.1 ***Key Personnel - Account Representative:*** The Bidder shall submit a resume on the Account Representative they are proposing to handle this account. Please include two (2) references of accounts that are similar in size and scope to UMBC's Program where they have performed the duties as an Account Representative. These current references shall include business name, contact person, and telephone number.

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

Please be sure that accurate information is provided and that the contact person is capable of speaking to your firm's capability in performing the services required.

5.2 ***Firm Information:*** The Bidder shall provide a narrative outlining the depth of the technical resources and firm support which will be available to the University for this Program.

- 5.3 ***Firm References:*** The Bidder shall provide two (2) references for similar Freezer Programs within the Region, which are similar in size and scope to the Program being established at UMBC. These current references shall include business name, contact person, and telephone number.

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

Please be sure that accurate information is provided and that the contact person is capable of speaking to your firm's capability in performing the services required.

6. **Requirements for Bid Price:**

- 6.1. The Bid Price is to be submitted in a separate envelop or box clearly labeled with the Bid Number and the words "Bid Price". **No** pricing information is to be included in the Technical Offer.
- 6.2 Complete the **Bid Price Sheet** provided in **Appendix B** of the Bid documents and submit it to the University by the due date and time referenced in Item 3.5.1 noted above.
- 6.3. Bidder shall submit a price on all items they can provide in each of the categories (Tables A through C). Bidders are to complete one or any combination of the tables they are able to supply. Bidders who can provide items in only category are not excluded.

7 **Evaluation Process**

7.1 **Technical Offer Evaluation**

The Evaluation Committee will first review the **Technical Offers** for qualifications and compliance with the specifications set forth in the document. Those bidders whose **Technical Offers** not achieving 75% of the technical points available will not continue or advance further in the procurement process.

Those Bidders whose Technical Offers achieve 75% or better of the available technical points will move into the Bid Price Phase of the procurement, and will have their Bid Price opened on the date and time noted in Item 3.5.2 above.

Technical scoring will be based upon the evaluation of the information provided in the technical offer. The stability of the products as judged by product expiration dates, and the firm and product reputation in the industry are very important to the University.

Upon completion of the Technical Offer evaluation, all bidders will be notified as to the results of the evaluation of its firm's technical offer.

7.2. **Price Bid Evaluation**

The University will open the Bid Prices on **Wednesday, November 11, 2008 at 2:00 p.m.** in **Conference Room located in the Office of Procurement Services**. Bidders are not required to be in attendance for the bid opening. Once the **Bid Prices** are opened, the University will review the responses to make an award to the bidder with the lowest responsive bid price. Higher consideration will be given to the firm(s) who can provide the broadest spectrum of listed reagents in each category.

7.3. **Right to Reject Bids and/Or Waive Minor Irregularities**

The University reserves the right to reject any and all bids. The University further reserves the right to waive any technicality or irregularity that is deemed minor by the University.

7.4. **Clarifications and Addenda**

If a discrepancy is found in the bid documents, or if a bidder is in doubt as to the meaning or intent of any part of the bid, bidder must contact the Procurement Officer, in writing by **no later than seven (7) working days prior** to the date the **Bids** are due. Failure to make such a request for clarifications is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the bid documents by the University. Requests shall include the bid number and name.

If it becomes necessary to revise any part of this Bid, the Issuing Office will issue a written Addendum. Oral explanations or instructions will not be binding. Only written Addenda will be binding. Any Addenda resulting from these requests will be posted to the eBid Board at www.procurement.umbc.edu. <<http://www.procurement.umbc.edu>>. It is the responsibility of the bidder to check the website frequently until the opening date of the bid for addendums, amendments and changes. **An "Acknowledgement of the Receipt" Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all bidders submitting a bid and must be signed and returned within the Technical Offer** by the due date and time.

7.5. **Modifications and Withdrawal of Multi-Step Bids**

7.5.1. Withdrawal of or modifications to **Technical Offers** and/or **Price Bids** are effective only if written notice thereof is filed to the Issuing Office prior to the time the **Bids** are due. A notice of withdrawal or modification must be signed by an officer with the authority to commit the company.

7.5.2. No withdrawal or modifications will be accepted after the due date and time for **Technical Offers/Bid Prices**.

8. **Bid Terms and Conditions Terms**

In addition to the terms and conditions stated in this bid document, the **Contract in Appendix C** will comprise the contract arising from this solicitation.

8.1 **Public Information Act Notice**

Bidders must specifically identify those portions of their bids, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland.

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

8.2. **Bid Affidavit**

The Bid/Proposal affidavit enclosed in this document in **Appendix A** must be executed by each bidder and submitted with the **Technical Offer**.

8.3. **Piggyback Clause**

UMBC is a member of the University System of Maryland (“USM”) and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM should any of those institutions express an interest in participating in any contract that results from this solicitation. Furthermore, on occasion, other State educational institutions (e.g., St. Mary’s College, Morgan State University, Baltimore City Community College) may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions.

8.4. **Debriefing of Unsuccessful Bidders**

Bidders whose technical offers were determined to be not acceptable/non-responsive/not qualified because of failure to meet the minimum technical requirements will be so notified in writing. A debriefing of an unsuccessful bidder shall be conducted upon written request submitted to the Procurement Officer within ten (10) days after the bidder knew or should have known its bid was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful bidder’s bid only and shall NOT include discussion of a

competing bidder's bid. Debriefings shall be conducted at the earliest feasible time. A summarization of the Procurement Officer's rationale for the selection may be given.

8.5. **Formation of Agreement/Contract With Successful Bidder**

By submitting a response to this solicitation, the bidder agrees to accept and be bound by the terms, conditions and specifications contained herein. The Contract to be entered into as a result of this solicitation shall be by and between the Bidder as "contractor" and the University and shall consist of the following: (1) the Standard Contract attached as **Appendix C**; (2) the purchase order; (3) the terms, conditions and specifications of this solicitation and any amendments, additions or changes thereto; and (4) the Bidder's response to this solicitation and any amendments or changes thereto.

The terms and conditions contained in the Contract (**Appendix C**) reflect those which are required by Maryland Law and may not be changed or modified. Failure to accept these terms and conditions may result in proposal being deemed unresponsive.

Any additional specific terms and conditions that the Bidder may wish to include, including any contracts which the Bidder proposes to use, **must** be submitted by the solicitation closing date as part of the Technical Offer. Any proposal for terms in addition to or different from those set forth in this solicitation or any attempt by the bidder to vary any of the items of this bid by bidder's acceptance shall not operate as a rejection of this solicitation, unless such variance is in the terms of the description, quantity, price or delivery schedule but shall be deemed a material alteration thereof, and his solicitation shall be deemed acceptable by the Bidder without the additional or different terms. Terms and conditions submitted by a Bidder after solicitation closing date **shall not be accepted** and will **not** be considered for negotiation or incorporation into the terms of the awarded contract.

8.6. **Order of Precedence**

The contract between the parties will be embodied in the contract documents which will consist of those items named in 8.5 above listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Bidders response. In the event of a conflict, the terms of the University shall prevail in the order listed above.

8.7. **Maryland Public Ethics Law, Title 15**

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

If the bidder/offeror has any questions concerning application of the State Ethics law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to see advise from the State Ethics Commission; John O'Donnell, State Ethics Commission, 300 E. Joppa Road, Suite 301, Towson, Maryland 21286, 410-321-3626.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror to obtain advise from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the bidder or any State of Maryland employee in connection with this procurement.

The resulting contract shall be canceled in the event of a violation of the Maryland Public Ethics Law by the bidder or any State of Maryland employee in connection with this procurement.

8.8. Announcement of Award

The award will be announced in *e*Maryland Marketplace and on the University's eBid Board.

END OF TERMS AND CONDITIONS

APPENDIX A
TECHNICAL OFFER FORMS

Acknowledgement of Receipt of Addenda Form
Bid/Proposal Affidavit

MULTI-STEP BID NO.: BC-20631-Q

**TECHNICAL OFFER &
BID PRICE DUE DATE:** THURSDAY, OCTOBER 22, 2009 AT 2:00 P.M.

MULTI-STPE BID FOR: UMBC FREEZER PROGRAM

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____

As stated in the solicitation documents, this form is included in our Technical Offer.

Signature

Printed Name

Title

Date

END OF FORM

BID/ PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. 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. §1 341 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; or
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official, or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. 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):

F. 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.

G. 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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;

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

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

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

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

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

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

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

and

- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree, as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state).

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

L. 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.

M. REPEALED

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement officer and maybe 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: _____ Firm's Federal Employer Identification Number
(FEIN): _____
(Authorized Representative and Affiant)

END OF FORM

END OF APPENDIX A

APPENDIX B
BID PRICE SHEET

Bid Price Form

BID NO.: BC-20631-Q
 BID DUE DATE: THURSDAY, OCTOBER 22, 2009 at 2:00 P.M.
 BID FOR: UMBC FREEZER PROGRAM

PROPOSER: _____

Federal Identification Number/Social Security Number: _____

BID PRICE FORM

DATE _____

Ms. Sharon Quinn
 Procurement Services
 University of Maryland, Baltimore County (UMBC)
 1000 Hilltop Circle, Administration Building, Room 301
 Baltimore, MD 21250

Dear Ms. Quinn:

The undersigned hereby submits the Bid Price as set forth in Multi-Step Bid # BC-20631-Q dated 10/02/09 and the following subsequent addenda:

Addendum _____ dated _____
 Addendum _____ dated _____
 Addendum _____ dated _____
 Addendum _____ dated _____
 Addendum _____ dated _____

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in this bid and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this Multi-step Bid including any issued addenda.

Complete the Pricing Charts on the following pages for all items you are able to provide under this contract.

1. **TABLE -A (ENZYMES)**

ITEM	UNIT	PRICE/UNIT	PKG SIZE	PKG PRICE
Bam HI	1 unit (Enzyme Activity)			
Bgl II	1 unit (Enzyme Activity)			
Dpn I	1 unit (Enzyme Activity)			
Ec RI	1 unit (Enzyme Activity)			
Hind III	1 unit (Enzyme Activity)			
Nco I	1 unit (Enzyme Activity)			
Pst I	1 unit (Enzyme Activity)			

TABLE-A (ENZYMES) - continued

ITEM	UNIT	PRICE/UNIT	PKG SIZE	PKG PRICE
Sac I	1 unit (Enzyme Activity)			
Sal I	1 unit (Enzyme Activity)			
Xba I	1 unit (Enzyme Activity)			
Xho I	1 unit (Enzyme Activity)			
Calf int. phosphatase	200 units			
DNase I (RNase free)	1000 units			
Klenow Fragment	1 unit			
dNTP mix 10 mM soln.	0.2 ml			
dNTP set 4 X 25 uM soln.	4 x 0.25 ml			
DNA ladder approx. 1 kb increment	lane load			
DNA ladder approx. 100 bp increment	lane load			
Protein MW marker unstained	lane load			
Protein MW marker pre-stained	lane load			
Proteinase K Soln.	20 mg			
RNase Inhibitor	1000 units			
T4 DNA ligase	200 units			
T4 polynucleotide kinase	500 units			
Taq polymerase	500 units			

2.

TABLE-B (KITS)

ITEM	UNIT	PRICE/UNIT	PKG SIZE	PKG PRICE
Plasmid prep mini	one prep			
Plasmid prep midi	one prep			
Plamid prep maxi	one prep			
DNA prep kit, Tissue	one prep			
DNA gel extraction kit	1 extraction			
PCR cleanup kit	1 cleanup			

3.

TABLE-C (CELL CULTURE & LAB SOLUTIONS)

ITEM	UNIT	PRICE/UNIT	PKG SIZE	PKG PRICE
DMEM, High Glucose w/Glutmine	500 ml			
DMEM, High Glucose w/o Glutmine	500 ml			
Gentamycin sulfate 100X	100 ml			
Iscove's Meidum	500 ml			
RPMI 1640 w/glutamine	500 ml			
RPMI 1640 w/o glutamine	500 ml			
Grace's Medium	500 ml			

TABLE-C (CELL CULTURE & LAB SOLUTIONS) - continued

ITEM	UNIT	PRICE/UNIT	PKG SIZE	PKG PRICE
Ham's F-12	500 ml			
Fetal Bovine Serum	500 ml			
Newborn Calf Serum	500 ml			
ACK lysing buffer	100 ml			
trypsin soultion, 0.25%	100 ml			
trypsin soultion, 0.25%, 1 mM EDTA	100 ml			
Pen-strep 100X	100 ml			
PBS pH 7.4 10X	500 ml			
PBS pH 7.4 1X	500 ml			
LB-Broth, liquid	500 ml			
Tris/acetate/EDTA (TAE) 10X	1000 ml			
Tris/glycine/SDS buffer 10X	1000 ml			

We understand that by submitting a Bid we are agreeing to all of the terms and conditions included in the Multi-step Bid documents. We understand that the University reserves the right to award a contract for all items, or any parts thereof, or no contract at all based on available funding.

We understand that by submitting a Bid we are agreeing to all of the terms and conditions included in the solicitation documents and that the Bid/Proposal Affidavit submitted as part of the original technical offer remains in effect.

The undersigned hereby certifies that he/she is a duly authorized office of the Bidder and can bind the Bidder to the prices quoted herein.

 Proposer (Company Name)

 Authorized Signature

 Print Name

 Title

APPENDIX C
CONTRACT FORMS

UMBC Contract
Contract Affidavit

CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the day of _____, 2005, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland ("University"), 1000 Hilltop Circle, Baltimore, Maryland 21250, and _____ ("Contractor"), _____, for (), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on _____ and terminate on _____.
2. **SCOPE OF CONTRACT:** The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. _____ and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the "Contract Documents"). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.
3. **COMPENSATION AND METHOD OF PAYMENT:**
 - A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor \$ _____.
 - B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is _____.
 - C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.
4. **DELIVERY:** Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.
5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
7. **RESPONSIBILITY OF CONTRACTOR:**
 - A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
 - B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.
8. **DISSEMINATION OF INFORMATION:**
 - A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
 - B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.
9. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at anytime during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.
10. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**
 - A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
 - B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys' fees and

litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 8.3 below.

- C. If any products furnished by Contractor become, or in Contractor's opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.
11. **DISPUTES:** This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.
 12. **NONDISCRIMINATION IN EMPLOYMENT:** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
 13. **CIVIL RIGHTS ACT 1964:** Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.
 14. **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.
 15. **CONFLICT OF INTEREST LAW:** It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.
 16. **CONTINGENT FEE PROHIBITION:** The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
 17. **INTELLECTUAL PROPERTY:** Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.
 18. **SOFTWARE CONTRACTS:** [Delete if not applicable and insert "N/A"] As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act ("UCITA"), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Vendor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Vendor.
 19. **EPA COMPLIANCE:** Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.
 20. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both

- the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
21. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
22. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
23. **TERMINATION OF MULTIYEAR CONTRACTS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
24. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
25. **VARIATIONS IN ESTIMATED QUANTITIES:** [Delete is not applicable - if contract does not contain estimated quantity items.] No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.
26. **LIQUIDATED DAMAGES:** [To be included where deemed appropriate by the Procurement Officer or insert "N/A"]
27. **SUSPENSION OF WORK:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.
28. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
29. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
30. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made

- after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
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 the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.
32. **AUDIT:** The University reserves the right to request an independent review of the Contractor's financial operations and overall contract compliance ("Review"). The Review would be at the Contractor's expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.
33. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:
- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.
34. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
 - B. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
 - C. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.
35. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows: or insert "N/A" if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
- A. the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
 - B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
 - C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.
36. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.
37. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
38. **INDEMNIFICATION:** The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
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. **ENTIRE AGREEMENT:**

A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.

B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to "days" in this Agreement mean calendar days, unless otherwise expressly stated. All references to "including" mean "including without limitation."

C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.

E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

41. **CONTRACT CONTROLS:** It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.

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

A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:

(1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and

(2) not otherwise inconsistent with the Contract Documents.

B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions

of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all

of the following conditions are met:

(1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and

(2) the document is executed on behalf of the University by the procurement officer; and

(3) execution of the document is approved by the procurement authority whose approval is required by law.

43. **SSIGNMENT:** This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

44. **WAIVER OF JURY:** UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY

REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

45 **MARYLAND LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.

46 **SUCCESSORS AND ASSIGNS.** This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.

47 **CONTRACT AFFIDAVIT:** The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor:

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

University of Maryland Baltimore County

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name:

Address:

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT to the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 2005, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____ By: _____ (Authorized Representative and Affiant)

APPENDIX D

GENERAL INFORMATION FOR BIDDERS

Appendix D
General Information for Bidders

1. Definitions
 - 1.1 **Award** means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.
 - 1.2 **Bidder** means any person or entity submitting a response to this solicitation.
 - 1.3 **COMAR** refers to the *Code of Maryland Regulations*.
 - 1.4 **Contract** means the agreement entered into by the University as a result of this solicitation.
 - 1.5 **Contractor** means the successful Bidder receiving a contract as a result of this solicitation.
 - 1.6 **MBE** means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation. Refer to section 2.20 below.
 - 1.7 **Offer** means the response by a Bidder to a request for technical offers in the solicitation documents issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Bidder’s price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.
 - 1.8 **Time** – any time stated in this solicitation (e.g., 11:00 a.m.) is eastern standard time (“E.S.T.”)
 - 1.9 **University or “UMBC”** – means the University of Maryland Baltimore County.
 - 1.10 **USM** means the University System of Maryland.

2. General

The following general information is provided and must be carefully followed by all Bidders to insure that technical offers/bid prices are properly prepared.

- 2.1 Technical Offers and Bid Prices must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a duly authorized person.
- 2.2 Erasures or other changes must be initialed by the person signing the technical offer and bid price. Technical Offers/Bid Prices signed by an agent of the corporation must be accompanied by evidence of his or her authority.

2.3 All material submitted in response to this solicitation becomes the property of the University and will only be returned to the Bidder at the sole option of the University.

2.4 Addenda and Amendment to the solicitation

The University reserves the right to amend this solicitation at any time prior to the Technical Offer/Bid Price due date. If it becomes necessary to revise any part of this solicitation, notice of the revision will be given in the form of an addendum, which will be provided to all prospective Bidders who are on record with the Procurement Officer as having received this solicitation.

Amendments shall be distributed within a reasonable time to allow Bidders to consider them in preparing their technical offer/bid price. If, in the opinion of the Procurement Officer, the time and date for receipt of technical offer/bid price does not permit preparation, the time shall be increased to the extent possible in the amendment, or, if necessary, by telegram, telephone, or FAX machine and confirmed in the amendment. Any Addenda will be deemed to have been validly given if the Addenda are issued and mailed or otherwise furnished to each Bidder's contact person of record.

An acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all Bidders receiving the solicitation. It is the responsibility of each Bidder to check for announcements, addenda, and other current information regarding this solicitation. Failure to acknowledge receipt of addenda does not relieve the Bidder of the responsibility to perform as required by all solicitation documents including addenda or changes thereto. Therefore, Bidder must make sure that all addenda has been received and acknowledged to avoid later conflict.

2.5 Cancellation of the Solicitation

The University reserves the right to cancel this solicitation, in whole or in part, at any time before the opening of the technical offer/bid prices. Should it become evident during the evaluation of the technical offers that it is no longer in the best interest of the University to make an award under this solicitation, the University reserves the right to cancel the solicitation. The University will not be responsible for any costs incurred due to cancellation of the solicitation.

2.6 Rejection of Technical Offers/Bid Prices

The University reserves the right to reject any and all technical offers/bid prices, in whole or in part, if (among other reasons):

- .1 In the determination of the University, if the pricing proposed is unrealistic or exceeds available funding.
- .2 The Bidder takes exception to the terms and conditions of this solicitation;
- .3 The Bidder fails to comply with the requirements set forth herein for participating in this solicitation process;
- .4 The University determines that the technical offer/bid price is incomplete in any way; or
- .5 The Bidder fails to meet any of the requirements/specifications set forth in this solicitation;

- .6 The University determines that the technical offer/bid price is not in its best interest.

The University will not be responsible for any costs incurred due to rejection of the solicitation.

2.7 Minor Irregularities or Deficiencies in Technical Offer/Bid Prices

The University may request clarifications from any Bidder under consideration. If the University determines that a Bidder has made a minor irregularity or deficiency, the University reserves the right to waive any minor irregularity or deficiency or to allow a Bidder a reasonable opportunity to cure the minor irregularity or deficiency. Such a clarification will not be considered an amendment to the technical offer/bid price.

2.8 Withdrawal of Technical Offer/Bid Prices

Technical Offers/Bid Prices may be withdrawn only if a request is made in writing before the due date and time. No amendment or withdrawal will be permitted after the due date and time.

2.9 Oral Presentations

At the sole option of the University, during the technical evaluation, Bidders who submit technical offers/bid prices may be required to make individual presentations to University representatives in order to clarify their technical offer/bid prices. Bidders are not permitted to disclose or discuss any financial information during these presentations. Doing so may result in rejection of the technical offer/bid price. The University reserves the right to make an award based upon the information submitted without presentations; therefore, Bidders must be certain that technical offers/bid prices are clear and complete when submitted and not rely upon such presentations to present information and/or clarify technical offers.

2.10 Incurred Expenses

The University will not be responsible for any costs incurred by any Bidder in preparing and submitting a technical offer/bid price.

2.11 Economy of Preparation

Technical Offers must be prepared simply and economically, providing a straightforward, concise description of the Bidder's offer to meet the requirements of the solicitation.

2.12 Bid Bond

All solicitations on all University contracts in excess of \$100,000 shall require, of so noted, the submission of bid security in an amount equal to at least 5 percent of the total amount of bid, at the time bid price is submitted. If a contractor fails to accompany its bid price with the required bid security, the bid shall be determined non-responsive. (See Appendix E)

2.13 Surety Bond Assistance Program

Assistance in obtaining bid, performance, and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (“MSBDFDA”). MSBDFDA can directly issue bid, performance, or payment bonds up to \$750,000. MSBDFDA may also guaranty up to 90% of a surety’s losses as a result of a contractor’s breach of contract; MSBDFDA exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety’s exposure under the contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFDA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually; have its principal place of business in Maryland or be a Maryland resident; must not subcontract more than 75 percent of the work; and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state’s tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
217 E. Redwood Street, 22nd Floor
Baltimore, MD 21202

2.14 Multiple Technical Offers/Bid Prices

Bidders may not submit more than one (1) Technical Offer/Bid Price in response to this solicitation nor may a Bidder submit an alternate technical offer/bid price.

2.15 Evidence of Responsibility

Prior to the award of a contract pursuant to this solicitation, the Procurement Officer may require a Bidder to submit such additional information bearing upon the Bidder’s ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications of the Bidder.

2.16 Bid/Proposal Affidavit

State procurement regulations require that responses to solicitations contain certifications regarding non-collusion, debarment, cost and price. The Bid/Proposal Affidavit form must be completed by all respondents and included as part of the Technical Offer (see Appendix A).

2.17 Execution of Technical Offers/Bid Prices

All technical offers/bid prices shall be legibly prepared and shall be signed in ink as and where specified.

Technical Offers/Bid Prices are required to be executed as follows, depending on the Bidder's form of business organization:

- .1 **Sole Proprietorship** – signed by proprietor with full name address.
- .2 **Partnership and Joint Venture** - If a technical offer/bid price is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the State unless it is disclosed in the technical offer. Reasonable evidence satisfactory to the State of the authority of one partner to bind the other purported partner(s) must also be given in the technical offer. It is recommended that the technical offer 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 must execute all required documents, including technical offer/bid prices. At the State's option all general partners may be required to sign the technical offer/bid price. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for finding a technical offer/bid price unacceptable.
- .3 **Corporation** – An officer or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation must be included.

2.18 Arrearages

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

2.19 Taxes

The University is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in the applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay Maryland Sales Tax and the exemption shall not apply.

2.20 Indemnification and Responsibility for Claims and Liability

With respect to any contract, which results from this solicitation, Bidder must note the following:

- 2.20.1 The Contractor shall indemnify, save harmless and defend, the University of Maryland, Baltimore County, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, its employees, agents, or subcontractors, of the work covered by this Contract.
- 2.20.2 The State has no obligation to provide legal counsel or defense or pay attorney's fees to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to the contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 2.20.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 2.20.4 The Contractors shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

2.21 Insurance:

- 2.21.1 The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, adequate insurance to specifically include liability assumed by the Contractor under this Contract.

- .1 Commercial General Liability Insurance including all extensions:

- \$5,000,000 each occurrence;
 - \$5,000,000 personal injury;
 - \$5,000,000 products/completed operations;
 - \$5,000,000 general aggregated

- .2 Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

- .3 Owner's Landlord's and tenant's and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$5,000,000 for each accident.

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

- .5 If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$5,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.
- 2.21.2 All policies for liability protection, bodily injury or property damage must specifically name or its face, the University of Maryland Baltimore County as an additionally named insured as respects to 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 item 2.22.1 above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University of Maryland Baltimore County and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University of Maryland Baltimore County.
- 2.21.3 Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.
- 2.21.4 All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
- 2.21.5 Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing the Assistant Vice President for Administrative Services thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. The above policies and certificate shall be delivered to the Procurement Officer within fifteen (15) days following the date of notice of Contract award. The insurance companies providing the above coverage shall be satisfactory to the University. Notices of policy changes shall be furnished to the Procurement Officer.

- 2.21.6 Any contract that results from this solicitation and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

END OF APPENDIX D

END OF MULTI-STEP DOCUMENTS