UNIVERSITY OF MARYLAND BALTIMORE COUNTY (UMBC)

MULTI-STEP BID

FOR

UMBC TRANSIT BUS MAINTENANCE AND REPAIR

BC-20662-P

Issued: Tuesday, March 1, 2011
Pre-Proposal Meeting: Tuesday, March 8, 2011 at 10:00 a.m.
Deadline for Questions: Wednesday, March 16, 2011 by 4:00 P.M.
Due Date for Technical Offer & Bid Price due: Tuesday, March 29, 2011 by 2:00 p.m.

Issued by: University of Maryland, Baltimore County (UMBC)
Office of Procurement Services
1000 Hilltop Circle
Administration Building, Rom 301
Baltimore, MD 21250
Attn: Delores R. Pertee
410-455-3915
410-455-1009 (fax)
E-mail: dpertee@umbc.edu

Deliver to: Same as above
Building can be accessed during the hours of 8:00 am to 4:30 pm, Monday through Friday.

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 is requested to contact the Buyer listed above at least 48 hours in advance.
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1 General Information – Submittal of Multi-Step Bid

1.1 “Multi-step sealed bidding” is defined as a two-phase process. Offerors 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, offerors submit unpriced technical offers to be evaluated by the University. In the second phase, only those offerors who achieve a minimum of 75% or better of the technical points will have their bid prices evaluated.

1.2 Both phases of this multi-step bid are subject to the terms and conditions contained in this supplement. A Cover letter should be submitted with the Technical Offer and the Bid Cover Sheet (provided in Appendix B) must be completed, signed and returned with the Bid Price.

2 Scope of Work:

The University is seeking a qualified and reliable contractor to provide complete service and repair of the UMBC’s bus fleet, including all parts and labor, excluding tires. All services and repairs are to be performed at the contractor’s place of business, therefore, the contractor must have the appropriate facility, tools/equipment, license and resources to perform the work. The detailed requirements and a complete list of the University-owned vehicles is provided in the attached Appendix E.

3 Anticipated Schedule:

*Mandatory Pre-proposal Meeting:* Tuesday, March 8, 2011 at 10:00 a.m. in the UMBC Transit Department Offices, Warehouse, Room #113.

*Deadline date for Questions:* Wednesday, March 16, 2011 by 4:00 p.m.

*Technical Offers & Bid Price Due Date:* Tuesday, March 29, 2011 by 2:00 p.m.

4 Instructions to Offerors:

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

Ms. Delores R. Pertee
University of Maryland Baltimore County
Office of Procurement Services  
Administration Building, Room 301  
1000 Hilltop Circle  
Baltimore, Maryland 21250  
TEL: (410) 455-3915  
FAX: (410) 455-1009  
E-mail: dpertee@umbc.edu

4.2 **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 4:30 p.m. weekdays.

4.3 **Pre-proposal Meeting**  
A mandatory Pre-Bid Meeting will be held on **Tuesday, March 8, 2011 at 10:00 a.m. in the UMBC Transit Department Offices, Warehouse, Room #113.** Attendance at the Pre-Proposal Meeting is **mandatory** for those firms that plan to submit a bid. The meeting will provide an opportunity for firms to ask questions about the proposal and to tour the bus fleet. Please refer to the campus website for directions and parking: [http://www.umbc.edu/aboutumbc/campusmap/](http://www.umbc.edu/aboutumbc/campusmap/). If your firm plans to send a representative, please call the Issuing Office by **Monday, March 7, 2011.** We ask that no more than two (2) representatives from each firm attend the meeting.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Delores Pertee at 410-455-3915 with specific requests at least five (5) business days prior to the meeting.

4.4 **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 Office of Procurement Services by no later than **Wednesday, March 16, 2011 by 4:00 p.m.**

4.5 **Due Date and Time**

4.5.1 **One (1) original** plus six (6) copies [for a total of seven (7) 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 no later than **2:00 p.m. on Tuesday, March 29, 2011** in order to be considered. The originals must be clearly indicated as such.

4.5.2 Only those offerors whose Technical Offers are deemed acceptable will have their Bid Price opened.
4.5.3 Offerors 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 Office of Procurement Services 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.

5. **Term of Contract**

The initial contract shall be for a period of **one (1) year beginning approximately in mid-April, 2011**. The University shall have the option to renew the contract for **four (4) additional one-year terms**, said 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 sixty (60) days prior to the commencement of the additional one-year term involved.

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated), it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will **not** be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the consumer price index for the twelve-month period ending at the previous calendar year. For example, if the contract term ends April 30, 2012, the price index for twelve-month period ending December 31, 2011 will be used. Statistics will be referenced as a *cap* for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

6. **Minority Business Enterprise**

A **minimum** MBE subcontract participation goal of 25% of the total amount of the contract has been established for this procurement. This goal applies to all firms regardless of whether the prime contractor is or is not a MBE firm. All proposals must include, in the technical proposal, a statement as to the expected level of MBE participation (prime contractor and subcontractor) that will be involved in this contract. Proposers may propose percentages that exceed the minimum stated. Consideration will be given on the basis of a percentage/value of MBE contract participation. The enclosed “**MDOT Certified MBE Utilization and Fair Solicitation Affidavit**” Form (Appendix A) must be completed and returned with the Technical Proposal, certifying the Proposer’s intent to provide the required MBE participation. In order to be deemed responsive, Offeror must include the completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Appendix A) whereby the Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the
goal, and affirms that MBE subcontractors were treated fairly in the solicitation process. *Failure to comply with this requirement will result in the Proposal being deemed non-responsive and rejected from consideration.*

Within ten (10) days of notification of award, the successful Proposer must provide the following documentation to the Procurement Officer.

1. **Outreach Efforts Compliance Statement** (Appendix C)
2. **Subcontractor Project Participation Statement** (Appendix C)

### 7 Requirements for Technical Offers:

The following information is to be provided in the Technical Proposal. The criteria are listed in order of importance:

#### 7.1 Work Plan/Maintenance Schedule:

The Offeror is to provide the following in this section:

- a. The Offeror shall provide a description on how they will handle the responsibilities of this contract. Include the preferred method for transporting buses to and from the repair facility. Describe the processes to be followed for both types of service (maintenance and repair), and emergency services.
- b. A separate detailed preventative maintenance (PM) schedule for each of the buses (provided in Appendix E) shall also be included in this section. *However, the cost of the different levels of the PM service shall be included in the Bid Price only.*
- c. UMBC wishes to have a single point of contact for this contract. The Offeror shall provide the name of the person that will serve as the contact person on this contract. Provide a description of the individual’s role and experience with the company, as well as their hours of availability on this contract.
- d. List the number of years experience in working on the following brands of buses: Gillig, Optima, Chrysler Daimler, Sprinter, Thomas and International Harvester.
- e. A copy of the bidder’s State of Maryland Bus Repair License is to be included in this section.

#### 7.2 References:

Submit three references from companies for whom you have provided services which are SIMILAR in SIZE and SCOPE to the requirements specified herein. These references shall reflect experience in repairing specifically the following brands of buses: *Gillig, Optima, Chrysler Daimler, Sprinter, Thomas and International Harvester.* References must be for services provided within the past six months and for companies located within the greater Baltimore/ Washington area. Failure to comply with this requirement will result in rejection of your bid. (The Reference Form is provided in Appendix A.)

All references as 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.
7.3 **Company Profile:** Complete the Company Profile Form found in *(Appendix A)* which includes the history, management and ownership structure of the company.

7.4 **Certificate of Insurance:** The successful Contractor shall provide to the University an original certificate of insurance in the amounts listed below, not less than seven days before the commencement of the contract. The Contractor shall not cancel or otherwise modify the insurance policy without the express prior written permission from an authorized agent of UMBC. UMBC shall be identified as an additional insured payee. The following minimum policy amounts are required:

1. $1,000,000 for property damage and shall cover damage to private property and/or public property
2. $1,000,000 Worker’s Compensation
3. $1,000,000 per accident, car, vehicle

The Bus Contractor shall indemnify and hold UMBC and its employees harmless from any claims arising from any action(s) of the Contractor and/or its employees. The Contractor shall also indemnify and hold harmless UMBC, its employees and students from any claims arising from the failure of the Contractor or its employees to properly provide the contracted services. Contractor shall be solely and completely liable for any damages, injuries, etc. which are either caused by the contractor or its employees, or the result of the negligent actions of the Contractor or its employees.

*A Certificate of Insurance or letter from an authorized broker or agent that all requested coverages are available and will be provided to the contractor upon award of this contract must be provided with the Technical Offer.*

8. **Requirements for Bid Price:**

8.1 The Bid Price is to be submitted in a separate envelope or box clearly labeled with the Bid Number and the words “Bid Price”. *No* pricing information is to be included in the Technical Offer.

8.2 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 4.5.1 noted above.

8.3 Bidder shall total all the sections on the Bid Price Sheet for a **lump sum** bid price.

9. **Evaluation Process**

9.1 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 move on to the Price Evaluation phase of the procurement.

Technical scoring will be based upon the evaluation of the information provided in the technical offer.

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.

9.2 Price Bid Evaluation

The University will open the Bid Prices on or about Thursday, April 14, 2011 at 2:00 p.m. in the Conference Room located in the Office of Procurement Services. Offerors are not required to be in attendance for the bid opening. Once the Bid Prices are opened, an award will be made to the offeror with the lowest responsive bid price.

9.3 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.

9.4 Clarifications and Addenda

If a discrepancy is found in the bid documents, or if an offeror is in doubt as to the meaning or intent of any part of the bid, offeror 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 Offeror 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 http://www.umbc.edu/adminaffairs/procurement/vendor.shtml. It is the responsibility of the offeror 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 offerors submitting a bid and must be signed and returned within the Technical Offer by the due date and time.

9.5 Modifications and Withdrawal of Multi-Step Bids
9.5.1 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.

9.5.2 No withdrawal or modifications will be accepted after the due date and time for Technical Offers/Bid Prices.
10. **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.

10.1 **Public Information Act Notice**

Offerors 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.

Offerors 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.

10.2 **Bid Affidavit**

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

10.3 **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, and 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.

10.4 **Debriefing of Unsuccessful Offerors**

Offerors 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 offeror shall be conducted upon written request submitted to the Procurement Officer within ten (10) days after the offeror knew or should have known its bid was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful offeror’s bid only and shall NOT include discussion of a competing offeror’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.
10.5 **Formation of Agreement/Contract With Successful Offeror**

By submitting a response to this solicitation, the offeror 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 Offeror 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 Offeror’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 Offeror may wish to include, including any contracts which the Offeror 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 offeror to vary any of the items of this bid by offeror’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.
10.6 **Order of Precedence**

The contract between the parties will be embodied in the contract documents which will consist of those items named in 9.5 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 an Offeror’s response. In the event of a conflict, the terms of the University shall prevail in the order listed above.

10.7 **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 offeror or any State of Maryland employee in connection with this procurement.

10.8 **Announcement of Award**

The award will be posted on eMaryland Marketplace and the University’s eBid Board.
APPENDIX A

TECHNICAL OFFER FORMS

Reference Form – (Complete for three (3) different contracts similar in scope to UMBC)
Company Profile
Bid/Proposal Affidavit
MDOT Certified MBE Utilization and Fair Solicitation Affidavit
Acknowledgement of Receipt of Addenda Form
Provide three (3) references for similar services of the same SIZE and SCOPE within the last six (6) months within the greater Baltimore/Washington area. (Duplicate this form)

OFFEROR’S NAME: ________________________________

COMPANY NAME: ________________________________ CONTACT NAME: ________________________________

ADDRESS: ____________________________________________ TELEPHONE NUMBER: ________________________________

CITY: ______________________ STATE: _______ ZIP CODE: ________ EMAIL ADDRESS: ________________________________

CONTRACT START DATE: ___________________________ END DATE: ___________________________ CONTRACT AMOUNT: $__________________

NAME OF ACCOUNT REPRESENTATIVE/CONTACT PERSON FROM OFFEROR’S FIRM:

SERVICES YOU PROVIDED TO THIS COMPANY:

____ Routine/preventative bus maintenance  ____ Major bus repairs  ____ Emergency maintenance/repairs

____ Transmission/Engine Repair  ____ Air Conditioning Repair  ____ Bus transport to/from client’s site

____ Disposal of fluids and parts  ____ Secure parking for vehicles being services  ____ Other: ________________________________

Average number of buses serviced per year _______

WHAT ARE THE SIMILARITIES TO THE UMBC CONTRACT? __________________________________________________________

______________________________________________________________________________________________________________

______________________________________________________________________________________________________________

______________________________________________________________________________________________________________

______________________________________________________________________________________________________________

______________________________________________________________________________________________________________

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COMPANY PROFILE

COMPANY NAME: _________________________________________________________________

ADDRESS: ________________________________________________________________

CITY: ____________________________ STATE: __________ ZIP CODE: __________

WEBSITE: http://www.________________________________________________________________

TYPE OF ORGANIZATION:

☐ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL ☐ JOINT VENTURE

DATE COMPANY STARTED: ____________ IN WHAT STATE? _________________

# OF YEARS IN BUSINESS UNDER PRESENT NAME: _________

OTHER OR FORMER NAMES UNDER WHICH YOUR COMPANY HAS OPERATED:

______________________________________________________________

NAME OF OWNER(S) AND TITLE(S):

________________________________________________________________________

________________________________________________________________________

TOTAL NUMBER OF EMPLOYEES:

REPAIR MECHANICS _________

CLERICAL/SUPPORT STAFF _________

OTHER _________

TOTAL COMPANY ANNUAL SALES VOLUME FOR:

2009 _$________________

2008 _$________________

END OF FORM
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 to 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 THE MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

Firm's Federal Employer Identification Number (FEIN): ____________________________

END OF FORM
MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(submit with bid or offer)

This document MUST BE included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. ________, I affirm the following:

1. □ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ___ percent and, if specified in the solicitation, sub goals of ___ percent for MBEs classified as African American-owned and ___ percent for MBEs classified as women-owned. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

   OR

□ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

   (a) Outreach Efforts Compliance Statement (Attachment B)
   (b) Subcontractor Project Participation Statement (Attachment C)
   (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

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

4. Set forth below are the (i) certified MBES I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project. I hereby affirm that the MBE firms are only providing those products and services for which they are MDOT certified.

<table>
<thead>
<tr>
<th>Prime Contractor: (Firm Name, Address, Phone)</th>
<th>Project Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number:</td>
<td></td>
</tr>
</tbody>
</table>

List Information For Each Certified MBE Subcontractor On This Project
<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification Category For Dually Certified MBE Subcontractors (\text{(Check Only One Certification Category)})</td>
<td></td>
</tr>
<tr>
<td>☐ African American Owned</td>
<td>☐ Woman-Owned</td>
</tr>
<tr>
<td>Percentage of Total Contract</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Name</td>
<td>MBE Certification Number</td>
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</tr>
<tr>
<td>Percentage of Total Contract</td>
<td></td>
</tr>
</tbody>
</table>

Continue on a separate page, if needed.
SUMMARY

Total African-American MBE Participation:  %
Total Woman-Owned MBE Participation:  %
Total Other Participation:  %

Total All MBE Participation:  %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name: ____________________________

Signature of Affiant: ____________________________

(PLEASE PRINT OR TYPE)

Name: ____________________________
Title: ____________________________
Date: ____________________________
MULTI-STEP BID NO.: BC-20662-P

TECHNICAL OFFER & 
BID PRICE DUE DATE: TUESDAY, MARCH 29, 2011 AT 2:00 P.M.

MULTI-STEP BID FOR: UMBC TRANSIT BUS MAINTENANCE AND REPAIR

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 ______
Addendum No. ____ dated ______

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

__________________________________________
Signature

__________________________________________
Printed Name

__________________________________________
Title

__________________________________________
Date

END OF FORM
APPENDIX B

BID PRICE SHEET

Bid Price Form
MS Bid # BC-20662-P
UMBC TRANSIT BUS MAINTENANCE & REPAIR
Page 27 of 54

BID NO.: BC-20662-P
BID PRICE DUE DATE: TUESDAY, MARCH 29, 2011 AT 2:00 P.M.
BID FOR: UMBC TRANSIT BUS MAINTENANCE AND REPAIR

OFFEROR: ________________________________________________
Federal Identification Number/Social Security Number: __________________________________

BID PRICE FORM

DATE____________________

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

Dear Ms. Pertee:

The undersigned hereby submits the Bid Price as set forth in Multi-Step Bid # BC-20662-P dated 03/01/11 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 provide the services 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.

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

A. Service/Repair Hourly Labor Rate

\[ 700 \times \$_____ / \text{hour} = \$\ldots \]

B. Transportation Hourly Rate (pickup & delivery of Vehicles)

\[ 60 \times \$_____ / \text{hour} = \$\ldots \]

C. Parts mark-up over cost

Annual estimated cost for Parts = 

\[ 20,000 \times _____\% = \$\ldots \]

Total for Repair Services $\ldots$

2. PREVENTIVE MAINTENANCE SERVICES, PARTS AND LABOR

Estimated Number of annual PM services

\[
\begin{align*}
\text{a. PM (A)} & : 55 \times \$_____ \text{each} = \$\ldots \\
\text{b. PM (C)} & : 55 \times \$_____ \text{each} = \$\ldots \\
\end{align*}
\]

Total for Preventive Maintenance $\ldots$

Total Lump Sum Bid for both (1) Repair Services and (2) Preventive Maintenance, Parts and Labor:

Write in dollars: ________________ and

Write in words _______________________________________________________

3. ONSITE EMERGENCY REPAIRS $\ldots$ (hourly rate)

Vehicle pickup and delivery cost included in this amount? \hspace{1cm} __Yes \hspace{1cm} __No

The onsite emergency repair costs will not be included as part of the Lump Sum total for this contract but will be used on an as-needed basis.
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.

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

________________________________________
Proposer (Company Name)

________________________________________
Authorized Signature

________________________________________
Print Name

________________________________________
Title

END OF BID PRICE FORM
APPENDIX C

CONTRACT FORMS
(These forms will be utilized with the successful contractor only)

UMBC Contract
Contract Affidavit
Outreach Efforts Compliance Statement
Subcontractor Project Participation Certification
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the day of __________, 2010, 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.

6. 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.

7. 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.
8. **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.

9. **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 16 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.
15. **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.

16. **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.

17. **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, 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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **LIQUIDATED DAMAGES:** [To be included where deemed appropriate by the Procurement Officer or insert “N/A”] Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

26. **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.

27. **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.

28. **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.

29. **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.
30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.
37. **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.

38. **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.

39. **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.

40. **ASSIGNMENT**: 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.

41. **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.

42. **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.

43. **SUCCESSIONS 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.

44. **COMPLIANCE WITH FERPA**: The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended (“FERPA”), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor
expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.

45. **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.

46. **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.

47. **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.

   (Signatures to be placed on the following page)
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:

_______________________________
Typed/Printed Name

_______________________________
Title

_______________________________
Date

_______________________________
Telephone Number

Witness

_______________________________
Signature

_______________________________
Typed/Printed Name

_______________________________
Title

_______________________________
Date

_______________________________
Telephone Number

Witness

University of Maryland Baltimore County
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 __________, 2011, 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)

Revised January 2005
Outreach Efforts Compliance Statement

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

In conjunction with the bid or offer submitted in response to Solicitation No. _______, Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.

4. Select ONE of the following:
   a. □ This project does not involve bonding requirements.
   OR
   b. □ Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (describe efforts).

5. Select ONE of the following:
   a. □ Bidder/Offeror did/did not attend the pre-bid/proposal conference.
   OR
   b. □ No pre-bid/proposal conference was held.

____________________________________
By:  __________________________________
Bidder/Offeror Printed Name  Signature

Address:  __________________________________
          __________________________________
          __________________________________
# Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Attachment A within 10 working days of notification of apparent award.

_________________________ (prime contractor) has entered into a contract with __________________ (subcontractor) to provide services in connection with the Solicitation described below.

<table>
<thead>
<tr>
<th>Prime Contractor Address and Phone</th>
<th>Project Description</th>
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<th>Project Number</th>
<th>Total Contract Amount $</th>
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<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
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<th>Work To Be Performed</th>
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The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

1. fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;

2. fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;

3. fail to use the certified minority business enterprise in the performance of the contract; or
(4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

**PRIME CONTRACTOR SIGNATURE**

By: ________________________________
Name

Title

Date

**SUBCONTRACTOR SIGNATURE**

By: ________________________________
Name

Title

Date
APPENDIX D

GENERAL INFORMATION FOR BIDDERS/OFFERORS
Appendix D
General Information for Offerors

1. Definitions – Throughout the contract, the following terms shall mean:

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** (or **Offeror**) 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/Offeror 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 an Offeror 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 Offeror 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 Offerors 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 Offerors receiving the solicitation. It is the responsibility of each Offeror to check for announcements, addenda, and other current information regarding this solicitation. Failure to acknowledge receipt of addenda does not relieve the Offeror of the responsibility to perform as required by all solicitation documents including addenda or changes thereto. Therefore, Offeror 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 Offeror takes exception to the terms and conditions of this solicitation;
.3 The Offeror 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 Offeror 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 Offeror under consideration. If the University determines that an Offeror has made a minor irregularity or deficiency, the University reserves the right to waive any minor irregularity or deficiency or to allow an Offeror 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, Offerors 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. Offerors 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, Offerors 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 Offeror 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.

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 (“MSBDFA”). MSBDFA can directly issue bid, performance, or payment bonds up to $750,000. MSBDFA may also guaranty up to 90% of a surety’s losses as a result of a contractor’s breach of contract; MSBDFA 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 MSBDFA. 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:
2.14 Multiple Technical Offers/Bid Prices
Offerors may not submit more than one (1) Technical Offer/Bid Price in response to this solicitation nor may an Offeror 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 an Offeror 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 Offeror.

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 Offeror’s form of business organization:

.1 **Sole Proprietorship** – signed by proprietor with full name and 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, of 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, Offeror 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.

END OF APPENDIX D
APPENDIX E

SCOPE OF SERVICES TO BE PROVIDED FOR
UMBC TRANSIT BUS MAINTENANCE & REPAIR
APPENDIX E

UMBC Transit Bus Maintenance and Repair

I. INTRODUCTION

UMBC seeks a contractor for the complete service and repair of the campus’s bus fleet, including all parts and labor. It is essential to have service completed quickly and efficiently to minimize down time as well as having routine preventative maintenance performed on each vehicle at prescribed intervals to keep the fleet safely running.

A list of the current vehicles covered under this contract is provided at the end of this section.

II. GENERAL REQUIREMENTS

A. All routine repairs must be completed within three (3) business days (excluding holidays). If more than three (3) days are required to complete the necessary repairs, a request for an extension shall be obtained from the University’s representative.

B. Major repairs, such as engine/transmission (Cummins) or air conditioning, may require that parts be ordered or work be performed by a subcontractor and such repairs must be completed within seven (7) business days (excluding holidays). If more than seven (7) days are required to complete major repairs, a request for an extension shall be obtained from the University’s representative.

C. All work shall be performed in accordance with all applicable Federal, State, and local safety codes and transportation regulations.

D. The Contractor is to warranty for 90 days/3,000 miles minimum all repair and service work performed, including all repair and service work performed by a subcontractor. Any repair work deemed unsatisfactory by the University’s representative shall be corrected by the Contractor at no cost to the University.

E. The Contractor will be required to monitor bus usage to ensure compliance with the State of Maryland bus inspection requirements. The Contractor must complete and sign all paperwork necessary for inspection.

III. REPAIR FACILITY REQUIREMENTS

A. The repair facility must hold a current valid State of Maryland Vehicle Repair License. Provide a copy of the license with the Technical Proposal.
B. The repair facility must be an established, fully operational and regularly engaged in the business of providing maintenance and repair services for a minimum of five (5) consecutive years in all phases of bus service and repair.

C. The Contractor shall provide all necessary tools, labor, equipment, and materials to complete the assigned work. The repair facility must be equipped with all tools, diagnostic equipment, parts and supplies necessary for servicing and repairing the bus fleet identified at the end of this Appendix.

D. All repair parts shall be new or rebuilt and meet or exceed OEM quality. No used parts will be allowed unless authorized by the University's representative prior to use.

E. All oils and lubricants must meet or exceed vehicle manufacturer specifications.

F. All used or replaced parts shall be returned to UMBC for inspection prior to disposal.

G. Disposal of all fluids and used parts must be disposed of in a safe and legal manner. No additional costs shall be charged to the University for disposal.

H. The Contractor must have a secure parking area for the buses that are being repaired or serviced.

I. The UMBC representative shall have the right to inspect buses being repaired at the Contractor’s place of business.

IV. BUS TRANSPORT

A. In most cases, the University will pick-up and deliver buses to the repair facility. In the event that the Contractor must pick up or deliver a bus, or provide on-site repair service, the Contractor must include the transportation labor rate on the Bid Price Sheet (Appendix B).

B. Due to the need to transport buses to and from campus, the preferred repair facility shall be within a 15-mile radius of the UMBC Bus Yard located at 1000 Hilltop Circle, Baltimore, Maryland 21250. However, the University will consider a repair site in excess of the 15-mile radius when the contractor provides all transportation and assumes all costs for transporting to and from the repair facility. Please state your preference in the Work Plan/Maintenance Schedule in Section 7.1 of the Terms and Conditions of the Multi-Step Bid document.
C. Emergency repairs may need to be performed at the UMBC bus yard at 1000 Hilltop Circle, Baltimore, Maryland 21250 or on the roadside. **Please describe the process for making on-site or roadside emergency repairs in the Work Plan/Maintenance Schedule in Section 7.1 of the Terms and Conditions of the Multi-Step Bid document. Include the anticipated response time-frame (ex. 4 hour maximum).**

V. WORK HOURS

A. All work is to be done during regular business hours. No overtime will be paid by the University unless such work is authorized by the University's representative in advance. Overtime must be authorized on a case-by-case basis and in advance.

B. If the Contractor has a preference to work on this contract after regular business hours, the regular hourly labor rate will apply. The work is expected to be completed within the specified timeframe.

VI. BILLING / REPORTING REQUIREMENTS

A. The University will provide the contractor with monthly mileage information for each bus. The Contractor will provide the University with a monthly listing of buses needing service.

B. A copy of the completed repair order is to be provided to the University for each service. The repair order shall be completed at the time of repair or service, showing the date of repair, parts used, part number and costs, labor hours, labor rates, work performed, vehicle number and mileage. The repair order must be signed by the UMBC Transit Department personnel.

C. A detailed description of any costs and work performed by a subcontractor must be included in addition to the repair work order information submitted with the invoice.

D. Invoices totaling less than $5,000.00 shall include the Repair Work Order number and reflect the exact information from that Work Order.

E. Invoices totaling over $5,000.00 shall include the Repair Work Order Number, reflect the exact information from that Work Order, and include the UMBC Purchase Order number.

F. The University shall have the option of paying invoices totaling less than $5,000.00 with the University Credit Card. However, all invoices totaling more than $5,000.00 must be charged against the UMBC Purchase Order. Invoices charged against the Purchase Order will be paid within 30 days of receipt of the invoice. Invoices shall be submitted for payment on a monthly basis.
VII. PRICING REQUIREMENTS

A. All labor hours charged for repairs will be per a flat rate, i.e. vehicle manufacturer, Motor Truck & Van Labor Time Guide.

B. The Contractor shall provide the percentage mark-up over cost for all parts and materials on the Bid Price Sheet. The University reserves the right to obtain copies of invoices showing the actual cost the Contractor paid for the parts used.

B. All pricing information is to be provided on the Bid Price Sheet (Appendix B)
University Of Maryland Baltimore County Transportation Services Fleet

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END OF APPENDIX E

END OF MULTI-STEP BID DOCUMENTS