UNIVERSITY OF MARYLAND BALTIMORE COUNTY

MULTI-STEP BID # BC-20888-R

FOR

PAHB PHASE II – CLASSROOM SYSTEM

ISSUE DATE: JULY 15, 2013

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<tr>
<td>Issue Date</td>
<td>4:00 PM</td>
<td>Monday, July 15, 2013</td>
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<td>Pre-Bid Conference</td>
<td>3:00 PM</td>
<td>Monday, July 22, 2013</td>
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<td>Deadline for Questions</td>
<td>4:00 PM</td>
<td>Friday, July 26, 2013</td>
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<tr>
<td>Bid Due Date</td>
<td>2:00 PM</td>
<td>Tuesday, August 6, 2013</td>
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**WARNING:** Prospective bidders 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 Request for Bid or other communications can be sent to them. Any Prospective Bidder who fails 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.
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PAHB PHASE II – CLASSROOM SYSTEM
MULTI-STEP BID # BC-20888-R

SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland Baltimore County (also called the “University” or “UMBC”) intends to accept Bids for the equipment and services specified in accordance with these bid documents. The work includes, but is not limited to, the scope of work outlined in the Technical Specifications in Section IV.

All work performed under this contract shall be in accordance with the University’s Technical Specifications, Contract Drawings, and any Addenda, and other components of the Contract.

Project Start Date: October 1, 2013 – Project End Date (complete): June 30, 2014

All inquiries during the bid process must be directed to UMBC Procurement. Bidders shall not contact Grimm + Parker Architects with William Rawn Associates or Convergent Technologies Design Group, who serve as consultants on the project.

The procurement method being used for this solicitation is a “Multi-Step Sealed Bid” and is defined as a two-phase process. Bidders are required to submit both a Technical Offer and a Bid Price, in separately identified and sealed packages by the deadlines set forth herein. In the first phase, bidders submit un-priced technical offers to be evaluated by the University. Only those bidders whose technical offers have been found to be acceptable during the first phase, that is both responsive and responsible, will have their price bids considered.

B. ISSUING OFFICE

Mallela Ralliford
University of Maryland Baltimore County
Department of Procurement
Administration Building, Room 301
1000 Hilltop Circle
Baltimore, MD 21250
Voice: (410) 455-2071
FAX: (410) 455-1009
E-mail: MRalliford@umbc.edu

The sole point of contact in the University for the purpose of this Bid is the issuing office. Any questions with regard to any aspect of this bid must be directed to Mallela Ralliford in writing.
C. **QUESTIONS AND INQUIRIES**

Questions and inquiries should be directed to the individual referenced with the above Issuing Office. All such questions and inquiries must be received by 4:00 p.m. on **Friday, July 26, 2013**. Inquiries will receive a written reply. Copies of replies will also be sent to all other bidders, but without identification of the inquirer.

D. **DELIVERY OF BIDS**

Bids must be delivered to:

University of Maryland Baltimore County  
Department of Procurement  
1000 Hilltop Circle, Administration Building, Room 301  
Baltimore, MD 21250  
Attention: Mallela Ralliford

E. **BID CLOSING DATE**

In order to be considered, **one (1) original and seven (7) copies** [for a total of **eight (8) sets**] of the Technical Offer, and **one (1) original plus two (2) copies**, plus **one (1) CD** [for a total of **four (4) sets**] of the Bid Price in this multi-step bid must be submitted to the Issuing Office by not later than **2:00 p.m. on Tuesday, August 6, 2013**. The original must be clearly indicated as such. Late Bids cannot be accepted.

**NOTE:** All UMBC mail goes through the UMBC mailroom, so please leave sufficient time for the mail distribution. A mailed (via US Post Office) bid is not considered "received" until the document reaches the above room at UMBC. Bids delivered to the campus central mail facility or to locations other than Room 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a bid from another campus location to Room 301, or error or delay on the part of the carrier.

Bids received after the established closing date and time cannot be considered. Bidders are advised that a bid is not considered "received" until it is delivered to the specific location; that is, a bid must be received in Room 301 by the due date in order to be considered. Bidders must allow sufficient time, therefore, to insure that their bid is "received" in accordance with this paragraph.

F. **PRE-BID CONFERENCE**

There will be a **Pre-Bid Conference** held in conjunction with this Bid. The conference will be held on **Monday, July 22, 2013 at 3:00 p.m.** in the Whiting-Turner Construction Trailer Conference Room, which is located as you enter the UMBC Campus. As you enter the Campus from Wilkens Avenue there is a traffic light and you go straight towards the
construction site (Park in LOT #22 at the corner of Wilkens Avenue & Hilltop Road). Please refer to the Campus Website for directions and parking: http://www.umbc.edu/aboutumbc/campusmap/. There will be a Site Visit following the Pre-Bid Meeting.

While attendance at the Pre-Bid Conference is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable bids. If your firm plans to send representatives, please call the issuing office by Friday, July 19, 2013. We ask that a maximum of two (2) representatives from each company attend this meeting.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Mallela Ralliford (at 410-455-2071) with specific requests at least five (5) business days prior to conference.

G. DURATION OF BID

Bids are to be held valid for 120 days following the closing date for this Multi-Step Bid. This period may be extended by mutual agreement between the vendor and the University.

H. TERM OF CONTRACT

The contract term for PAHB PHASE II shall be for a period of one (1) year beginning October 1, 2013 and ending June 30, 2014. The University shall have the option to renew the contract for One (1) additional one-year renewal term which will be exercised at the sole discretion of the University.

I. AWARD

Only the Bid Price of those bidders whose Technical Offers are deemed acceptable will be opened.

The contract for this project shall be awarded to the responsive and responsible bidder submitting the most favorable bid price after the initial technical evaluation is completed. Vendors responding to this solicitation must meet all requirements contained herein. If the vendor does not meet all requirements, the University may classify their bid as "non-responsive". The University may also determine that a vendor is "Not Responsible", i.e., does not have the capabilities in all respects to perform the work required. Should a bid be found unacceptable or if a vendor is found not responsible, the bid will not be considered further.

An award made to a "responsive and responsible" vendor pursuant to this solicitation is tentative and is final only upon Board of Public Works approval and execution on behalf of the University.
J. **BID ACCEPTANCE**

The University reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this solicitation, and to waive minor irregularities. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

K. **FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER**

The Contract to be entered into as a result of this Bid (the “Contract”) shall be by and between the bidder as contractor and the University in the form of a University Contract and shall contain the provisions included herein as Appendix C (Contract), as well as, any additional terms required by UMBC or the State of Maryland. By submitting a bid, the Contractor warrants that they have reviewed Appendix C (Contract) and will execute a contract on that form upon request by UMBC. Bidders must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee.

The Contract to be entered into as a result of this Bid (the “Contract”) shall be by and between the Bidder as contractor and the University and shall consist of (1) the terms, conditions and specifications of this Multi-Step Bid and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in Appendix C, and (3) the Bidder’s response to the Multi-Step Bid and any amendments or changes thereto.

L. **ORDER OF PRECEDENCE**

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

M. **BID / PROPOSAL AFFIDAVIT AND CERTIFICATIONS**

State procurement regulations require that responses contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included in Appendix A of the Bid.
N. 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 must any of those institutions express an interest in participating in any contract that results from this solicitation for a period of up to one (1) year after UMBC makes its award. Furthermore, on occasion, other State educational institutions (e.g., St. Mary’s College, Morgan State University, Baltimore City Community College) may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions. Bidders must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.

END OF SECTION I
PAHB PHASE II – CLASSROOM SYSTEM
MULTI-STEP BID # BC-20888-R

SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this Multi-Step Bid is to provide information to vendors interested in preparing and submitting bids to meet the requirements for the equipment and services as described herein. Bids will be received for the equipment and services specified herein or attached hereto under the terms, conditions and general specifications of this bid.

B. GENERAL INFORMATION FOR VENDORS

1. Bids must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.

2. Each bidder must furnish all information required by the bid request. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent of the corporation must be accompanied by evidence of their authority.

3. At the Pre-Bid Conference, potential bidders will have an opportunity to: (1) ask and receive answers to all questions regarding the specifications and general conditions, and (2) receive any additional information relating to this contract. A Site Visit is scheduled for areas involved with this contract.

4. This Multi-Step Bid creates no obligation on the part of the University to award the contract or to compensate bidders for bid preparation expenses.

5. The University reserves the right to award a contract based upon the bids received.

6. Before the award of a contract, UMBC may require the bidder to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the bidder.

C. ADDENDA TO THE BID

Any additional information not addressed in this Multi-step Bid in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the Bid. Copies of the addenda will be posted on the University’s eBid Board at www.umbc.edu/adminaffairs/procurement/EBidB.shtml. It is the responsibility of the vendor to check the website frequently until the opening date for addendums, amendments and changes. Reasonable efforts will be made to avoid the identification of Bidder in any addenda. For purposes of this Bid, there shall be no other communication between UMBC and Bidders other than as described in this paragraph.
RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE BIDDERS AND EACH INCLUDED WITH THE TECHNICAL OFFER. An “Acknowledgement of the Receipt” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all vendors submitting a bid.

D. CANCELLATION OF THE BID

The University may cancel this Multi-Step Bid, in whole or in part, at any time.

E. ORAL PRESENTATION

Vendors who submit bids may not be required to make individual presentations to University representatives in order to discuss their bids.

F. INCURRED EXPENSES

The University will not be responsible for any costs incurred by any vendor in preparing and submitting a bid, delivery of or return of representative samples (if applicable).

G. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward, concise description of the vendor’s bid to meet the requirements of the Bid.

H. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a response to this Multi-Step Bid, the firm accepts the terms and conditions set forth in this Bid document.

I. PROCUREMENT REGULATIONS

This Multi-Step Bid and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.

J. MULTIPLE BIDS

Vendors may not submit more than one bid.

K. ALTERNATE SOLUTION BIDS

Vendors may not submit an alternate to the solution given in this bid.
L. TELEGRAPHIC/FACSIMILE BID MODIFICATIONS

Vendors may modify their bids by telegraphic or facsimile communication prior to the due date and time set to receive bids provided such communication is received by the University prior to such time and, provided further, the University is satisfied that a written confirmation of the modification with the signature of the bidder was mailed prior to the time and date set to receive bids. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the University until the bids are received. If written confirmation is not received within two (2) days from the scheduled bid opening time, no consideration will be given to the modification communication.

M. CONTRACTOR RESPONSIBILITIES

The University shall enter into contractual agreement with the selected bidding vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this Bid. Subcontractors, if any, shall be identified and a complete description of their role relative to the bid shall be included. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

N. PUBLIC INFORMATION ACT

Bidders should give specific attention to the identification of 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 University under the Public Information Act, Part III, Title 10, State Government Article, Annotated Code of Maryland.

Vendors 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.

O. MINORITY BUSINESS ENTERPRISE NOTICES

State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland. For more information on the State’s MBE program, please see the MDOT website, at http://www.mdot.state.md.us/mb/mbe/index.html.

An overall MBE subcontract participation goal of 25 percent of the total contract dollar amount has been established for this procurement. This dollar amount includes the following whenever possible:

Bidders are encouraged to maximize the possible subcontracts to MBEs, and consider the 25 percent goal a minimum, not a maximum for this goal.
By submitting a response to this solicitation, the bidder or bidder agrees that the dollar amounts of the contract as included in the solicitation will be performed by certified minority business enterprises as specified.

All bids must include a statement as to the expected level of MBE participation (prime contractor and subcontractor) that will be involved in this contract. Bidders may propose percentages that exceed the requirement stated.

The “Certified MBE Utilization and Fair Solicitation Affidavit” Form (found in Appendix A) shall be completed and returned with the Technical offer certifying the Bidder’s intent to provide MBE participation. *Failure to comply with this requirement will result in the Bid being deemed non-responsive and rejected from consideration.*

Within ten (10) days of notification of award, the successful Bidder should provide: (1) an “*Outreach Efforts Compliance Statement Form*”; and (2) a “*Subcontractor Project Participation Statement Form*”.

**P. 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 if selected for contract award.

**Q. TAXES**

The UMBC 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 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, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

**R. BID RESPONSE MATERIALS**

All written materials submitted in response to this Bid become the property of the University and may be appended to any formal documentation, which would further define or expand the contractual relationship between the University and the successful vendor(s).
S. SITE INVESTIGATION

By submitting a bid, the vendor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the contractor of the information made available by the University.

T. BID SECURITY

1. If the total Bid Price is $100,000.00 or more, each Bidder shall furnish with his/her bid price a "bid bond" issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the base bid price and shall be in the form specified with the bid documents.

2. Certified checks, cash and other security in that amount are acceptable in lieu of a "bid bond", and shall be submitted with the Bid Price and subject to the same conditions as a bond.

3. Should the Bidder to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the bidder to whom the award subsequently is made shall be paid to the University as liquidated damages.

4. The Bidder to whom a contract in excess of $100,000.00 is awarded also must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the contract price, including executed Change Orders, in the form specified with the bid documents. These must be provided at the time of the signing of the contract and prior to the start of any work.

5. Bid Bonds remain in effect a minimum of 120-days from the bid due date.

U. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer’s proposal only and not include a discussion of a competing proposer’s proposal. Debriefings shall be conducted at the earliest feasible time.
The debriefing may include information on areas in which the unsuccessful proposer’s proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer’s rationale for the selection may be given.

V. 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, (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 has any questions concerning application of the State Ethics law to the bidder’s participation in this procurement, it is incumbent upon the bidder to seek advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid to the State Ethics Commission. The procurement officer may require the bidder to obtain advice from the State Ethics Commission and may reject a bid 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 vendor or any State of Maryland employee in connection with this procurement.

W. PAYMENTS BY ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (“EFT”) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf

X. LICENSES AND QUALIFICATIONS

1. Bidders must be licensed as required by Article 17-601 of the Business Regulations, Annotated Code of Maryland, and shall submit proof of current licensing with their bid.

2. The University reserves the right to require that the contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.
Y. AVAILABLE DOCUMENTS

The Bidders shall assume the responsibility for the cost of reproduction of all specifications, drawings and contract-related documents, and may contact:

CMC Repro
8847 Orchard Tree Lane
Towson, MD 21286
Ph: 410-339-5390
Fax: 410-339-5393
E-mail: towson@cmcrepro.com

END OF SECTION II
SECTION III

BIDS, EVALUATION, AND FORMS

A. TRANSMITTAL LETTER:

A transmittal letter prepared on the Bidder's business stationery must accompany the Bid. The purpose of this letter is to transmit the Bid; therefore, it should be brief, but shall list all items contained therein as defined below. The letter must be signed by an individual who is authorized to bind his firm to all statements, including services and prices, contained in the Bid.

B. SIGNING OF FORMS:

The Bid, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

C. SUBMITTAL:

The selection procedure for procurement of this contract requires that a review of the Bid of the contractors by an Evaluation Committee to ensure all requirements can be met by the bidder. The bid form(s) shall be filled out in ink or typed. Any erasures and/or alterations shall be initialed in ink by the signer.

The Bid should be prepared in a clear and precise manner. All appropriate points of the solicitation must be addressed. The award will be made to the lowest responsive and responsible bid of these vendors following the Technical Evaluation of the Technical Offer by the University Committee.

The Technical Offer and the Bid Price should be submitted in two (2) separately sealed envelopes. The envelopes shall have the Bidder's name, the project name and project number prominently displayed, together with the words, "Technical Offer" on one envelope and "Bid Price" on the other. NO pricing information is to be included in the Technical Offer.
The following items should be included in the **Technical Offer** portion of the bidder’s response. (Forms for a through h *(with the exception of items f, g, and h which are to be provided by the Bidder)* are included in the bid package:

a. Company Profile (Appendix A)
b. Firm Experience / References (Appendix A)
c. Addenda Acknowledgment (Appendix A)
d. Bid/Proposal Affidavit (Appendix A)
e. Submittals listed under Section II, Item O, “Minority Business Enterprise Utilization Attachment A” (Appendix A)
f. Submittals listed under Item D, “Responsibility of Bidder” (noted below).
g. Copy of Bidder's Contractor License.
h. Copy of Certificate if Insurance based on Section F, “Insurance” (noted below).

The following items should be included in the **Bid Price** portion of the bidder’s response: Items “i” and “j”.

i. Bid/Price Form and all detailed per room pricing.
j. Bid Bond (Appendix B)

**D. RESPONSIBILITY OF BIDDER:**

1. Contractor must have completed at least three (3) projects of similar size, scope and complexity within the last three (3) years. Contractor shall submit evidence that it has at least three (3) years experience in the design installation, testing and servicing of systems of the type called for in this specification. References for these projects shall be included with the bid. (See section 274100, 3.1)

2. The Contractor shall hold all licenses and obtain all permits necessary to perform work of this type in Baltimore County. Copies of the Contractor’s licenses shall be provided with bid submittal.

3. The Contractor shall provide resumes of Project Manager, lead engineer and lead installer planned to be used for this project. (See section 274100, 3.1)

**E. EVALUATION PROCESS:**

**Technical Offer Evaluation**

The Evaluation Committee will first review the Technical Offers for qualifications and compliance with the specifications set forth in the document. Those bidders whose Technical Offers not achieving 75% of the technical points available will not continue or advance further in the procurement process.
Those Bidders whose Technical Offers achieve 75% or better of the available technical points will move into the Bid Price Phase of the procurement, and will have their Bid Prices opened.

Technical scoring will be based upon the evaluation of the information provided in the technical offer noted above in Section III, Item C, “Submittal”.

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.

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

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

**Bid Price Evaluation**

The University will identify the date/time in which Bid Prices will be opened and notify those bidders who have moved into the Bid Price Phase. Bidders are not required to be in attendance for the bid opening. Once the Bid Prices are opened, an award will be made to the lowest, responsible and responsive bidder.

**F. INSURANCE:**

The successful vendor will be required to document proof of insurance for Commercial General Liability, Worker's Compensation, and Automobile insurance. The University of Maryland Baltimore County and the State of Maryland are to be named as an "additional insured" on all but Worker's Compensation.

**NOTE:** INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.

1. The following conditions for insurance must be met by the Vendor:

   a. The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and University of Maryland Baltimore County. Approval of insurance required of the contractor and subcontractors for the
University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

b. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers Compensation, in the same manner, including the additional insured requirements in paragraph e. below, i.e., as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.

c. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University of Maryland Baltimore County".

d. No acceptance and/or approval of any insurance by the University of Maryland Baltimore County shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.

e. NAMED ADDITIONAL INSURED - The University of Maryland Baltimore County and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverage except Workers Compensation, and the certificates of insurance (or the certified policies, if requested), must so indicate through inclusion of appropriate endorsement. Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.

f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.
g. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland Baltimore County or participation institutions from supervising or inspecting the operations of the contractors as the end result.

h. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor shall be as fully responsible to University of Maryland Baltimore County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by Contractor.

i. All required insurance coverage must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University of Maryland Baltimore County. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

j. The University of Maryland Baltimore County will consider deductibles or self-insured retention as part of its review of the financial stability of the bidder. Any deductibles or self-insured retention shall be disclosed in the Contractor's bid and shall be assumed by the Contractor.

2. The Contractor shall purchase the following insurance coverage:

a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted after section "4.1 and 4.2" below must be met. Such Commercial General Liability policy shall include the following extensions:

i. It is preferred that the General Aggregate Limit applies separately to this project:

ii. Premises/Operations:

iii. Actions of Independent Contractors:

iv. Products/completed Operations to be maintained for three (3) years after completion of the contract.
v. Contractual Liability including protection for the Contractor for claims arising out of liability assumed under this contract.

vi. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):

b. **Business Automobile Liability** which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorists’ insurance and automobile contractual liability.

**NOTE:** INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS

c. **Workers Compensation** - statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.

3. The coverage listed in Section III, Item F-2, above shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**

a. Commercial General Liability Insurance including all extensions - $2,000,000 each occurrence; $2,000,000 personal injury; $2,000,000 products liability; $2,000,000 general aggregate

b. Business Automobile Liability - $2,000,000 each accident

c. Workers Compensation insurance - statutory requirements. Employers liability insurance - $1,000,000 each accidental injury; and $1,000,000 each employee, $1,000,000 policy limit for disease.

4. **Tort-Claim Act** - It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.
NOTE: If insurance required in terms 2.iv and v above has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for period of three (3) years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor's or subcontractor's work under this contract, or

b. Purchase an extended [minimum three (3) years] reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

c. The "retroactive date" must be effective prior to the inception of the work under this contract.

d. No "sunset" clauses shall apply.

5. **Additional information:**

The awarded firm(s) will provide all endorsements from the insurer itself (rather than the agent); and there will be a request to see all coverage declaration pages together with all endorsements (to confirm compliance with the coverage requirements.)

A CERTIFICATION LETTER FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGE ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT SHOULD BE PROVIDED WITH THE BID PRICE FORM.

END OF SECTION III
SECTION IV

BID # BC-20888-R

CONTRACT DOCUMENTS

SPECIFICATIONS

SECTION 27 4100 - AUDIO-VISUAL SYSTEMS available here:
https://umbc.box.com/AVSpecsClassroomPackage

Note: Specifications dated May 9, 2013 are on file at CMC Repro for Bidders reference.
SECTION IV

BID # BC-20888-R

CONTRACT DOCUMENTS

DRAWINGS

TQ-0.01A through TQ-7.80 – Available here: https://umbc.box.com/DrawingsAVClassroomPAHB2

Note: Drawings dated May 9, 2013 are on file at CMC Repro for Bidders reference.
Obligations for this Subcontractor from the Whiting-Turner Project Manual dated January 25, 2010, include the following Sections and are available here: https://umbc.box.com/WTProjManualSections

I. Safety/Orientation/Loss Control
J. Project Procedures
L. Temporary Facilities and Controls
M. Scheduling and Progress Meetings
Z. Cleanup

Note: Available at CMC Repro for Bidders reference
V. APPENDICES

APPENDIX A – TECHNICAL OFFER FORMS
APPENDIX B – BID PRICE FORM
APPENDIX C – CONTRACT FORMS
APPENDIX D – UMBC WEBSITE / CAMPUS MAP
APPENDIX A

TECHNICAL OFFER FORMS

TECHNICAL FORMS

- Company Profile Form
- Firm Experience
- Acknowledgement of Receipt of Addenda Form
- Bid Proposal Affidavit
- MBE Utilization & Fair Solicitation Affidavit
APPENDIX A

PAHB PHASE II – CLASSROOM SYSTEM – BID #BC-20888-R
COMPANY PROFILE FORM
Page 1 of 2

COMPANY NAME: ________________________________________________________________

DATE OF INCORPORATION: __________ STATE OF INCORPORATION: _______

# OF YEARS IN BUSINESS: ___________ NUMBER OF EMPLOYEES: ________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

____________________________________________________________________________

NAMES OF PRINCIPAL(S) AND TITLE(S): ____________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

HEADQUARTERS LOCATION: ______________________________________________________

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

TYPE(S) OF WORK PERFORMED AND SERVICES PROVIDED:

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________
COMPANY NAME: ________________________________________________________________

ANNUAL SALES:


BRIEF HISTORY OF THE COMPANY (if preferred, an attachment to this form can be provided):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

OTHER COMMENTS/ADDITIONAL INFORMATION:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

END OF COMPANY PROFILE FORM
EXPERIENCE FORM (Complete for three (3) similar/relevant contracts.)

BIDDER'S NAME: ________________________________

CLIENT'S NAME: ________________________________ CLIENT CONTACT PERSON'S NAME: ____________________

CLIENT'S ADDRESS: ____________________________ CLIENT'S TELEPHONE NUMBER: ______________________

CONTRACT DOLLAR SIZE:

CONTRACT TERM: FROM: __________________ TO: __________________

NAME OF BIDDING FIRM'S ON-SITE PROJECT MANAGER WHO MANAGED THIS CONTRACT: ______________________

PROVIDE A BRIEF, BUT DETAILED, DESCRIPTION OF THE SIMILARITIES OF THIS CONTRACT SCOPE TO THE REQUIREMENTS FOR THE UMBC CONTRACT SCOPE:

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

LIST THE SERVICES PROVIDED UNDER THIS CONTRACT:

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________
BID NO.: BC-20888-R

BID PRICE FORM

BID DUE DATE: TUESDAY, AUGUST 6, 2013 BY 2:00 P.M.

BID FOR: UMBC PAHB PHASE II – CLASSROOM SYSTEMS

NAME OF BIDDER:____________________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. ___ dated ________
Addendum No. ___ dated ________
Addendum No. ___ dated ________
Addendum No. ___ dated ________
Addendum No. ___ dated ________

As stated in the solicitation documents, this form is included with your Technical offer.

Please check here to acknowledge that you have reviewed the Whiting-Turner Contracting Project Manual, dated January 25, 2010.

Signature

Printed Name

Title

Date

END OF FORM
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. AFFIRMATION REGARDING BRIBERY CONDITIONS

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 (as is defined in Section 16-101 (f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the 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 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 person(s) involved, and their current positions and responsibilities with the business) (use attachments as necessary):

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, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:
   (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
(2) Been convicted of any criminal violation of a state or federal antitrust statute;
(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961 et seq., or the Mail Fraud Act, 18 U.S.C. 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
(4) Been convicted of a violation of the State Minority Business Enterprise Law, SS 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(5) Been convicted of a violation of the SS11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) - (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 SSB 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) (use attachments as necessary):

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) (use attachments as necessary):
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 Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes 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) (use attachments as necessary):

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 bid 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 proposer 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 bid 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, SS 14-101 through 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 meaning when used in this certification.

(2) By submission of its bid or bid, 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 program 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), 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 five (5) days after a conviction;

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

(j) Within 30 days after receiving notice under J (2) (b) (ii), above, or otherwise receiving actual notice of conviction, impose either of the following sanctions or remedial measures on an 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 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 21.07.11 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 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) Except as validly contested, the business had 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 payment under any contract relating to this bid/proposal affidavit.

(2) The business named above is a ________ sole proprietorship, ________ partnership, or ________ corporation formed under the laws of the State of ____________. [For entities not formed under the laws of Maryland,] I further affirm that the business named above is 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 current resident agent is filed with the State Department of Assessments and Taxation as:

Name: __________________________
Address: __________________________

______________________________

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. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the accompanying 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 PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ________________________________  EIN or SS#: ________________________________

By: ____________________________________  Solicitation#: ________________________________

(Authorized Representative and Affiant)

12.0021 (Rev. 11/05)

END OF FORM
MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(submit with bid)

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

In conjunction with the bid or bid 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 bidder 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 bids, 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:</th>
<th>Project Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Firm Name, Address, Phone)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Number:</th>
</tr>
</thead>
</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>
</table>

Certification Category For Dually Certified MBE Subcontractors *(Check Only One Certification Category)*

- □ African American Owned
- □ Woman-Owned

Percentage of Total Contract

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
</table>

Certification Category For Dually Certified MBE Subcontractors *(Check Only One Certification Category)*

- □ African American Owned
- □ Woman-Owned

Percentage of Total Contract

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
</table>

Certification Category for Dually Certified MBE Subcontractors *(Check Only One Certification Category)*

- □ African American Owned
- □ Woman-Owned

Percentage of Total Contract

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
</table>

Certification Category for Dually Certified MBE Subcontractors *(Check Only One Certification Category)*

- □ African American Owned
- □ Woman-Owned

Percentage of Total Contract

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/Bidder Name  
**Signature of Affiant**

*(PLEASE PRINT OR TYPE)*

Name: ____________________________
Title: ____________________________
Date: ____________________________

END OF FORM

END OF APPENDIX-A
APPENDIX B

BID PRICE FORMS

- Bid Price Form
- Bid Bond Form
BID NO.: BC-20888-R
BID PRICE DUE: TUESDAY, AUGUST 6, 2013 at 2:00 P.M.
BID FOR: UMBC PAHB PHASE II – CLASSROOM SYSTEMS

BIDDER: ____________________________________________________

Federal Identification Number/Social Security Number: ________________

MULTI-STEP BID PRICE FORM

DATE_______________________

Ms. Mallela Ralliford
Department of Procurement Services
University of Maryland Baltimore County
Administration Building, Room 301
1000 Hilltop Circle
Baltimore, MD  21250

Dear Ms. Ralliford:

The undersigned hereby submits the Bid Price Form as set forth in MS BID # BC-20888-R dated 07/12/13 and the following subsequent addenda:

Addendum _____ dated _________
Addendum _____ dated _________
Addendum _____ dated _________

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in the Multi-Step Bid and subsequent Addenda as noted above.

By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the Bid including any issued addenda.

The pricing provided on the following Bid Price Attachment (to be provided in an upcoming addendum) is to include all of the Contractor’s costs to perform the contracted services (i.e. overhead, profit, etc.). No additional compensation will be applicable for these contracted services, unless additional items or services are requested by the University which are outside of the scope of items and services specified within this Bid document.

The Contractor’s Bid can be accepted in whole or part. While it is the intent of the University to award most or all of the requested work as one contract, the University reserves the right to make an award which best serves the interest of the University.

Complete the Bid Price Attachment per Section 274100, PART 1, 1.1 C of the specifications.
BID NO.:  BC-20888-R
BID PRICE DUE:  TUESDAY, AUGUST 6, 2013 at 2:00 P.M.
BID FOR:  UMBC PAHB PHASE II – CLASSROOM SYSTEMS

We understand that by submitting a response we are agreeing to all of the terms and conditions included in the Multi-Step Bid documents.

We understand that the award will be made to the lowest, responsible and responsive bidder.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the Bid document.

We further confirm that the Project Manager named within our Technical response will be assigned to the University for the duration of this contract.

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

______________________________________________
Bidding Firm (Company Name)

______________________________________________
Authorized Signature

______________________________________________
Print Name

______________________________________________
Title

END OF BID PRICE FORM
KNOW ALL MEN BY THESE PRESENTS, that we,

as Principal, hereinafter called the “Principal”, and

as Surety, hereinafter called the “Surety”, are held and firmly bound unto the State of Maryland, hereinafter called “State” for the sum of $__________, for payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid/proposal for (Identify project by number and brief description): ____________________________

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid/proposal identified above, within the period specified herein for acceptance, ninety (90) days, if no period is specified, shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid/proposal as accepted within the time specified, ten (10) days if no period is specified, after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid/proposal that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of Witness: Individual Principal

In Presence of Witness: Co-Partnership Principal

In Presence of Witness: Corporate Principal

Attest:

Corporate Secretary

AFFIX CORPORATE SEAL

Attest:

Title: ________________

Signature

Bonding Agent’s Name: ________________

Agent’s Address: _______________________

Approved as to legal form and sufficiency this __________ day of __________ 200__

Asst. Attorney General
APPENDIX C

CONTRACT FORMS

- Contract
- Contract Affidavit
- Performance Bond
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the day of , 2013, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, an 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:** N/A
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 MULTI-YEAR 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 thereafter, 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.
C. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information, which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

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 other 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
the document is executed on behalf of the University by the procurement officer; and
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, WILLYINGLY 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. FORCE MAJEURE: If either party’s performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party’s control, then each party’s obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.

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

45. 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 a nd 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.

46. 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.

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

48. 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: ________________

___________________________________
Witness

BY: ________________
Signature

___________________________________
Typed/Printed Name

___________________________________
Title

___________________________________
Date

___________________________________
Telephone Number

University of Maryland Baltimore County

___________________________________
Witness

BY: ________________
Signature

___________________________________
Typed/Printed Name

___________________________________
Title

___________________________________
Date

___________________________________
Telephone Number
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE
I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
I FURTHER AFFIRM THAT:

   (1) The business named above is a (__domestic) (___foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that 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 current resident agent is filed with the State Department of Assessments and Taxation is:

      Name: _______________________________________________________

      Address: _____________________________________________________

      City, State, Zip: ______________________________________________

   (2) Except as validly contested, the business had 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.

C. CERTAIN AFFIRMATIONS VALID
I FURTHER AFFIRM THAT:

   To the best of my knowledge, information and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated __________, 20____, and executed by me or 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 & Affiant)

END OF FORM
PERFORMANCE BOND

<table>
<thead>
<tr>
<th>Principal</th>
<th>Business Address of Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surety</td>
<td>Obligee</td>
</tr>
<tr>
<td>STATE OF MARYLAND</td>
<td>By and through the following</td>
</tr>
<tr>
<td>a corporation of the State of</td>
<td>Administration</td>
</tr>
<tr>
<td>and authorized to do business in the State of Maryland</td>
<td></td>
</tr>
<tr>
<td>Penal Sum of Bond (express in words and figures)</td>
<td>Date of Contract</td>
</tr>
<tr>
<td>Date Bond Executed</td>
<td></td>
</tr>
<tr>
<td>Contract Number:</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:
1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum state above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

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

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

<table>
<thead>
<tr>
<th>In Presence of Witness</th>
<th>Individual Principal</th>
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<tbody>
<tr>
<td></td>
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<tr>
<td>(SEAL)</td>
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<table>
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<tr>
<th>In Presence of Witness</th>
<th>Co-Partnership Principal</th>
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<tr>
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<td>(Name of Co-Partnership)</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>By: (SEAL)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Corporate Principal</th>
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<tbody>
<tr>
<td>Attest:</td>
</tr>
<tr>
<td>(Name of Corporation)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CORPORATE</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Secretary</td>
<td></td>
</tr>
<tr>
<td>President</td>
<td>SEAL</td>
</tr>
</tbody>
</table>

| (Surety)             | |
|----------------------| |

| AFFIX Attest:    |
| (SEAL) By: CORPORATE SEAL |

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonding Agent’s Name</td>
</tr>
<tr>
<td>Agent’s Address</td>
</tr>
</tbody>
</table>

(Contractor shall fill in all blank spaces above this line)

Approved as to legal form and sufficiency

this ___________ day of ____________________________ 20__________
APPENDIX D

UMBC WEBSITE / CAMPUS MAP
APPENDIX  D

1. UMBC WEBSITE / MAP

1.1 UMBC Website: www.umbc.edu
1.2 UMBC Map: http://www.umbc.edu/aboutumbc/campusmap/

END OF SECTION V – APPENDIXES

END OF BID DOCUMENT