RFP NO. BC-20565-Q
UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
REQUEST FOR PROPOSALS
FOR
RAC BLEACHER RENOVATION

Issued: Thursday, August 21, 2008
Pre-Proposal Conference: Wednesday, September 3, 2008 at 10:00 A.M. in the Retriever Athletic Center (RAC) located at 1000 Hilltop Circle, Baltimore, MD 21250
www.umbc.edu (refer to the Campus Map for building location)
Deadline for Questions: Friday, September 5, 2008, by 5:00 P.M.
Due Date for Proposals: Thursday, September 11, 2008 no later than 2:00 P.M.

Important Note: Prospective Proposers who receive a copy of this solicitation from a source other than the Issuing Office must immediately contact the Issuing Office prior to the closing date and provide their name and mailing address in order that amendments to the RFP or other communications can be sent to them. The University bears no responsibility for incomplete or inaccurate proposals submitted by any prospective Proposer who fails to so notify the Issuing Office.
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RAC BLEACHER RENOVATION
SECTION 1

1  Summary Information

1.1  Objective

The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, an agency of the State of Maryland (herein referred to as the “University”) intends to contract for to renovate the existing bleachers in the University’s Retriever Athletic Center (RAC).

1.2  Description of Campus

UMBC is a medium-sized, selective, public research university that attracts high-achieving students to its undergraduate and graduate programs in the liberal arts, sciences, and engineering. Founded in 1966, UMBC is classified by the Carnegie Foundation as Research Extensive and boasts an impressive array of scholarly and research awards. The campus’ externally funded research portfolio, now in excess of $80 million, has more than doubled over the past 5 years. With a remarkable collection of cutting-edge research laboratories, research centers and institutes, and excellent teaching and research facilities, UMBC is well positioned to continue its growth as a leading research university.

UMBC’s 9,668 undergraduates and 2,184 graduate students come from 45 states and 90 foreign countries. Its faculty are deeply committed to providing a distinctive and rich undergraduate experience including opportunities for faculty guided research. At the doctoral level, last year UMBC awarded 75 Ph.D.s in 17 disciplines. A campus community recognized for its cultural diversity, UMBC is home to the nationally known Meyerhoff Scholarship Program.

The 500-acre campus near Baltimore-Washington International Airport has a budget of approximately $280 million and has a full-time instructional faculty of about 365 members. UMBC is a member of the University System of Maryland and is accredited by the Middle States Association of Colleges and Secondary Schools.

Additional information about UMBC can be found at the University’s web site, which is http://www.umbc.edu.

1.3  Issuing Office

Sharon Quinn
Director of Procurement
The University of Maryland, Baltimore County
Department of Procurement
Room 301A Administration Building
1000 Hilltop Circle
Baltimore, Maryland 21250
(410) 455-2540 (Phone)
(410) 455-1009 (Fax)
E-mail: squinn@umbc.edu
The sole point of contact in the University for purposes of this RFP is Sharon Quinn. Any questions with regard to any aspect of this proposal must be directed to Sharon Quinn in writing. From the release of this RFP until a proposal is selected and the Contract is executed, Proposers may not communicate with any other University staff concerning this solicitation. If a Proposer engages in any unauthorized communication, it may be grounds for rejection of the proposal.

1.4 Closing Dates and Required Delivery

In order to be considered, the original plus five (5) copies [for a total of six (6) sets] of the Technical Proposal and, separately, the original plus two (2) copies [for a total of three (3) sets] of the Price Proposal must arrive at the Issuing Office by no later than 2:00 P.M. on Thursday, September 11, 2008. Volume 1 - Technical and Volume 2 – Price must be delivered in separate sealed packages so that the Technical volumes can be opened without opening the Financial volumes. The original of each volume must be clearly identified. Proposers mailing proposals must allow sufficient mail delivery time to insure timely receipt by the Department of Procurement. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. Late Proposals will not be opened or considered. Proposals will be opened in accordance with the provisions of the University System of Maryland Procurement Policies & Procedures. There will be no public proposal opening of either the technical or financial proposals. The register of proposals shall be opened to public inspection after award of contract. All proposals and accompanying materials become the property of the University and will not be returned. In those instances where a Proposer is deemed to be “not reasonably susceptible of award” during the Technical Evaluation, only the Price Proposals shall be returned unopened.

1.5 Proposer Contacts

To insure that RFP documentation and subsequent information (i.e., addenda, clarifications, etc.) is directed to the appropriate person(s) within the Proposer’s firm, each Proposer who receives a copy of this solicitation and is interested in participating is required to contact the Issuing Office immediately and provide the following information:

- Name of primary contact (to whom information should be directed)
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact

1.6 Delivery of Proposals

Proposals must be delivered to:

The University of Maryland, Baltimore County
Department of Procurement
Room 301 Administration Building
1000 Hilltop Circle
Baltimore, Maryland 21250
Attn: Ms. Sharon Quinn
1.7 Pre-Proposal Conference

There will be a Pre-Proposal Conference held in conjunction with the RFP. The conference will be held on Wednesday, September 3, 2008 at 10:00 A.M. at the RAC. While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested Proposers are encouraged to attend in order to be able to better prepare acceptable proposals. If your firm plans to send representatives, please call the Issuing Office by Friday, August 29, 2008.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Sharon Quinn at 41-455-2540 with specific requests at least five (5) business days prior to the conference.

1.8 Questions and Inquiries

All contact between Proposers and the University will be formally held at scheduled meetings or in writing through the Issuing Office. Questions and inquiries, in writing, will be accepted at the Pre-Proposal Conference. Written questions and inquiries subsequent to the Pre-Proposal Conference must be directed to the individual referenced with the Issuing Office above (1.3). All such questions and inquiries must be received not later than Friday, September 5, 2008. Questions only may be sent via FAX to: (410) 455-1009, or via e-mail at squinn@umbc.edu to the attention of the Procurement Officer designated in section 1.3. No questions or inquiries will be accepted after the deadline for Questions and Inquiries. Inquiries will receive a written reply and copies of replies will be sent to all other known Proposers, but without identification of the inquirer. Failure to request clarifications prior to the date and time for submission of proposals will be a waiver of any claim by the Proposer for expenses made necessary by reason of later interpretation of the contract documents, and will bind the Proposer to the University’s interpretation.

1.9 Interpretation of RFP

If the Proposer finds any perceived conflict, error, omission or discrepancy on or between the specifications, attachments, or any of the Contract documents, the Proposer may submit a written request to the Issuing Office for an interpretation or clarification before the deadline for questions and inquiries.

Any interpretation of the Contract documents made by any party other than the Procurement Officer, or in any manner other than a written response, is not binding and the Proposer may not rely upon any such interpretation. The Proposer may not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract documents, or incorrectly assumed conditions regarding the nature or character of the work, if no request for interpretation was made by the Proposer prior to the deadline for questions.

1.10 Term of Contract

The contract shall be for a period of one year beginning with the date of award which is anticipated to be September 25, 2008 and ending on September 24, 2009. The University shall have the option to extend the contract for one (1) additional one-year term, said option to be exercised at the sole discretion of the University. In the event the University elects to exercise the said one-year option, the Contractor shall be notified in writing at least sixty (60) days prior to the commencement of the additional one-year term involved.
For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will not be permitted), it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics or a 3% increase whichever is less. For purposes of calculating the potential increase, the consumer price index for the twelve-month period ending at the previous calendar year. For example, if the contract term ends June 30, 2009, the price index for twelve-month period ending December 2008 will be used. Statistics will be referenced as a cap for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

1.11 Oral Presentations

As part of the Technical Evaluation, the University reserves the right to request that Proposers make oral presentations in conjunction with their written proposals. Proposers are not permitted to disclose or discuss any financial information during these presentations. Doing so may result in rejection of the proposal. In the event that the University decides not to have presentations, the University reserves the right to make an award based upon the information submitted without presentations. Therefore, Proposers must be certain that proposals are clear and complete when submitted and not rely upon such presentations to present information and/or clarify proposals.

1.12 Award

Upon completion of the evaluation, all discussions and negotiations, the University intends to make an award to the Proposer whose proposal is determined to be the most advantageous and presents the best value to the University considering price and evaluation factors set forth in the solicitation.

1.13 Formation of Agreement/Control with Successful Proposer

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and the University and shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract attached as Appendix B, (3) the University purchase order; and (4) the Proposer’s response to the RFP and any amendments or changes thereto.

The terms and conditions contained in the Contract (Exhibit 1) reflect those, which are required by the University System of Maryland Procurement Policies and Procedures and may not be changed or modified. By submitting a proposal in response to this RFP, the Proposer accepts the terms and conditions set forth in this RFP as well as those required by the State of Maryland. Failure to accept these terms and conditions may result in proposal being deemed unresponsive. The University will not consider any attempts to change, waive or override any of the mandatory language provisions, including but not limited “Governing Law, “Termination for Default” and “Termination for Convenience.”

Any additional specific terms and conditions that the Proposer may wish to include, including any contracts which the Proposer proposes to use, must be submitted by the solicitation closing date as part of the Technical Proposal. Terms and conditions submitted by a Proposer after solicitation closing date shall not be accepted and will not be considered for negotiation or incorporation into the terms of the awarded contract.
1.14 Order of Precedence

The contract between the parties will be embodied in the contract documents, which will consist of those items named in 1.13 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 Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.

1.15 Announcement of Award

The award will be announced on eMaryland Marketplace.

1.16 Public Information Act

Offerors must specifically identify those portions of their proposals, 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 Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the 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 proposal with a proprietary statement). Failure to comply may result in rejection of your proposal.

1.17 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. Proposers must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.

1.18 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 (10) 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 offeror’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.
1.19 Maryland Public Ethics Law, Title 15

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

If the bidder/offeror has any questions concerning application of the State Ethics law to the bidder/offeror’s participation in this procurement, it is incumbent upon the bidder/offeror to see 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 or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

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

1.20 Assistance in Drafting Specifications

Pursuant to the Annotated Code of Maryland, State Government Article, §15-508, a Proposer who employees an individual who assists the Agency in writing specifications for an invitation to bid or a request for proposals for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.

If a Proposer has any questions regarding the applicability of this provision of the State Ethics Law in connection with this procurement, contact the State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401. Telephone Number is (410) 974-2068, Toll Free 1-877-669-6085 and Fax number is 410-974-2418.

1.21 Accessibility – NOT APPLICABLE

1.22 Rights In Data – NOT APPLICABLE

1.23 Payments by Electronic Funds Transfer – NOT APPLICABLE

1.24 Non-Visual Access – NOT APPLICABLE

END OF SECTION 1
A. Bleacher Renovation

1. Remove and dispose of all existing plywood decking, seat boards, riser boards, skirt panels, cushions, all existing wood finishes, related trim, and hardware on the existing bleachers.
2. Furnish and install new decking of 3/4” Douglas Fir C-C grade plywood with exterior glue/ solid cross bands/ 5-ply. Decking area shall be free from cracks, splinters, exposed fasteners. An extruded aluminum H connector shall be placed between decking panels. Exposed wear surface shall be finished with a layer of light gray high density polyethylene plastic .030” thick. Submit samples for approval.
3. Furnish and install new 1” wood seat boards – sanded w/ 2 coats clear urethane; new 3/4” thick riser boards - sanded, stained per owners selection (Submit 3 each samples representing dark, medium, and light tones), and 2 coats clear urethane; furnish and install new 1” skirtboards, sanded, stained per owners selection (Submit 3 each samples representing dark, medium, and light tones), and 2 coats clear urethane; all boards to be retrofit onto existing structural steel framework; new lumber to be Southern Yellow Pine cut in field to fit, sanded, rounded, finished edges to provide a uniform appearance.
4. Furnish and install new 5” x 2.5” aluminum nose tread at aisle locations; new aisle tread nosing covers to match existing steps and intermediate steps (Submit sample).
5. Furnish and install new deck end caps, trim, hardware, and related parts at all exposed areas; all exposed finishes to be replaced with new to provide like new conditions on bleacher surface structure (submit samples).
6. Provide all necessary parts and labor to repair understructure components to like new condition; repairs to include lubricating all metal to metal sliding surfaces, check and tighten or replace all loose/missing fasteners as needed, check all bolted and welded connections, repair as needed, check all tension cable and pulley systems at each row, repair/replace missing parts as needed, align all sections of seating for safe and proper operation, check all frame wheel and axle assemblies, repair or replace as needed, complete inspection of all components to ensure safe and useable conditions.
7. Clean all seating and other surface areas and remove debris resulting from the work.

B. Electric Portable Tractor

1. Provide one (1) 120V electric portable power tractor unit to allow one person to open and close all bleachers by one section at a time on balcony level. Provide minimum 100 feet power chord.
2. Furnish and install all necessary bleacher related attachment brackets, fittings, hardware as needed to operate electric portable tractor to any of the bleacher sections on the running track balcony.
3. Provide operation and maintenance manuals and a demonstration session to the University personnel.

C. ADA Notchout

1. Provide ten (10) code compliant ADA notchouts in 1st tier of seating sections per bank (20 notchouts for both banks); all cutouts shall be placed evenly around seating area to provide uniform and symmetrical pattern.
2. Typical cutout shall include guardrailing across face of 2nd row to prevent fall from row 2 onto wheelchair area
D. Examination and Field Measurements

1. Vendor shall examine the project site and verify dimensions, quantities, etc. prior to submitting price proposal.

E. Warranty

1. Five (5) year warranty: the vendor shall provide warranty all work and parts performed and supplied under this project to be free of defects for a period of five (5) years from the date of acceptance.

2.1 Minimum Requirements

1. Vendor shall be a certified installer by a recognized telescoping gym seats manufacture.
2. Vendor shall have a minimum of ten (10) years of experience in bleacher renovation.
3. Vendor shall provide a minimum of one (1) example of a similar project within the last five (5) years. The project information should include date, project owner reference, project cost, and project scope.

2.1.1 References

A list of three (3) recent contracts, contact persons, and telephone numbers, where this work, was performed inside a similar University setting and within the Baltimore/Washington metropolitan area. All references must be current – two years or less. The University reserves the right to use itself as a reference, where applicable, and/or contact additional references which are known to the University but may not have been provided by the Proposer. By submitting a response to this solicitation, the Proposer consents to such reference contact and hereby releases the University from any liability on the basis of its attempts to obtain information from all such references and all persons and entities providing information from any liability and damages incurred as a result of furnishing this information.

2.1.2 Financial Report – NOT APPLICABLE

2.1.3 Minority Business Enterprise Participation

Minority Business Enterprise ("MBE") involvement will be considered in the analysis of the technical portion of this RFP. It is the intent of the University to maximize minority business opportunities. Certified Minority Business Enterprise firms and non-minority business enterprise firms, who utilize certified MBE vendors, as subcontractors are eligible to receive additional consideration during the technical evaluation process for MBE participation. A minimum MBE subcontract participation goal of 25% of the total amount of the contract has been established for this procurement. This goal applies to all firms regardless of whether the prime contractor is or is not a MBE firm. Proposers failing to comply with this requirement will be deemed non-responsive. All proposals must include, in the technical proposal, a statement as to the expected level of MBE participation (prime contractor and subcontractor) that will be involved in this contract. Proposers may propose percentages that exceed the minimum stated. Consideration will be given on the basis of a percentage/value of MBE contract participation. Weighted guidelines may be used allowing additional consideration for the highest level of MBE participation. Lesser percentages of participation will be scaled down on a proportionate basis. The enclosed “Certified MBE Utilization and Fair Solicitation” form along with the “MBE Participation Schedule” (Exhibits 4 and 5) must be completed and returned with the Technical Proposal certifying the Proposer’s intent to provide the requirement MBE participation.
In order to be deemed responsive, Offeror must include in the Technical Proposal submittal the following documents: (1) a completed **Certified MBE Utilization and Fair Solicitation Affidavit** (Exhibit 4) whereby the Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process; and (2) a completed **MBE Participation Schedule** (Exhibit 5) whereby the Offeror sets forth the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of the submission, and specifies the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule. **Failure to comply with this requirement will result in the Proposal being deemed non-responsive and rejected from consideration.**

Within ten (10) days of notification of award, the successful Proposer must provide: (1) an **Outreach Efforts Compliance Statement** (Exhibit 6); and (2) an **MBE Subcontractor Project Participation Statement** (Exhibit 7).

2.1.4 Resident Business Preference

The State of Maryland does **not** have a resident business preference. However Maryland does have a reciprocal preference. That is, a percentage preference will be given to the lowest responsive and responsible proposal from a Maryland firm over that of a non-resident firm if the state in which the non-resident firm is located gives a resident business preference to its businesses. The percentage of preference shall be the same as that awarded by the state in which the non-resident firm is located. All non-resident Proposers are required to submit a copy of the current statute, resolution, policy, procedure or executive order of the Proposer’s resident state that pertains to that state’s treatment of non-resident Proposers with its Technical Proposal. If a non-resident state does not have a policy pertaining to treatment of non-resident Proposers, the Proposer must state so in the Transmittal Letter.

2.1.5 Maryland Economic Impact – NOT APPLICABLE

2.2 General Requirements Under this Contract

1. Vendor shall provide a “green demolition” and submit data as required by Maryland Recycling Act (MRA). The “All STAR Program” mandates that all state government agencies participate in the program. The contractor shall provide all required recycling data per the program requirements as shown the MDE website, [http://www.mde.state.md.us/Programs/LandPrograms/Recycling/StateAgencies/index.asp](http://www.mde.state.md.us/Programs/LandPrograms/Recycling/StateAgencies/index.asp). Recyclable materials include MRA and Non-MRA materials.

2. Vendor shall schedule a work initiation conference within 14 calendar days upon NTP/PO issuance.

3. Vendor shall provide samples of all material for UMBC approval 5 days before the work initiation conference.

4. Vendor shall always maintain vehicular and pedestrian traffic flow and public safety.

5. Vendor shall provide safety personnel, devices, and signs as needed.

6. Vendor shall submit a written request to the project manager for any closure or utility outage seven (7) days prior to the schedule.

7. The demolition and installation work shall be performed and completed between TBD for the single phase construction. The vendor shall coordinate with the University to schedule the Phase 2 renovation if the alternate option (2-phased renovation) is taken. The work period shall be consecutive days without breakage except for weekends, holidays, or arranged days to accommodate campus events.

8. Vendor shall provide full work force with a qualified fulltime field superintendent on the project site.
2.3 Financial Requirements

1. Vendor shall submit a detailed lump sum price bid to renovate existing bleachers (see attached drawing) including the cost of removal/disposal of the existing bleacher components, installation of new material of the existing bleacher components, and new accessories as described in the Scope Section. The project area includes both south and north banks (see attached drawing).

2. Vendor shall provide an alternate price proposal for two (2) phased renovations: phase 1 for south bank renovation/provision of electric portable tractor and phase 2 for north bank renovation. If the alternate is taken, the phase 2 renovation will be scheduled within 6 months or 12 months upon completion of the first phase renovation. Actual construction schedule will be provided at prebid conference.

2.4 Site Information

The Pre-Proposal Meeting is scheduled on-site in the RAC so the proposers have an opportunity to see the bleachers, as well as, any site constraints they may encounter.

2.5 Period of Acceptance

The selected Proposer must agree to an acceptance trial of performance not to exceed thirty (30) consecutive calendar days. The period will begin with the date of the award of the contract which is anticipated to be September 25, 2008.

During the thirty (30) day period, this work must perform at a rate consistent with the performance specifications contained set forth in the RFP and confirmed in the selected Proposer’s specifications or proposal. Failure to satisfy the “acceptance trial period of performance” may result in cancellation and re-award of said contract. Final payment shall not be made until such time as the Proposer has successfully completed the period of acceptance.

In the event that the Proposer fails to meet all requirements, the University shall declare the Proposer’s work in default and terminate all agreements, written or verbal, without penalty or obligation to the University consistent with the provisions of the termination for default clause in the contract.

Further, should there be any dispute/discrepancy on acceptability of Proposer’s work, decisions made by the University will prevail.

2.6 Unable to Submit a Proposal

Proposers that are unable or unwilling to submit a proposal on the requirements stated herein are requested to submit Exhibit 2 indicating why they decided not to respond.

END OF SECTION 2
3 Submission Requirements

Proposer must submit a technical proposal response(s) for the RAC Bleacher Renovation necessary to meet the stated requirements in each section of this RFP. The Proposer must submit the required number of each volume bound and sealed under separate cover: a transmittal letter, Volume 1 – Technical Proposal and Volume 2 – The Price Proposal. These volumes must be submitted in two separate packages or cartons properly labeled so that the Technical volumes can be opened without opening the package containing the Financial volume. Commingling of technical and financial information or failure to submit the volumes separately sealed will result in the response being deemed NON-RESPONSIVE. The University of Maryland reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.

3.1 Two Volume Submission – Organization of Proposals

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the price proposals are opened and evaluated. Consequently, each proposal must be submitted as two separately prepared volumes as indicated below.

3.2 Volume I – Technical Proposals

The “Technical Proposal” will contain information that will allow the University to evaluate and rate the Proposer’s ability to meet the requirements of the solicitation; that is, qualifications, experience, knowledge, and any other factors set forth below that may be deemed appropriate by the University. The items set forth below must be responded to and met by each Proposer in order to be considered.

The information in this section is intended to facilitate the evaluation of each proposal. This volume must be prepared in a clear and precise manner as indicated in this section. Pages MUST be numbered. It must address all appropriate points of this RFP except financial information. This volume must be bound, tabbed and include the following information/items:

Tab 1: Transmittal Letter prepared on the Proposer’s business stationery must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal; therefore, it must be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal. Corporations must indicate place and date of incorporation.

Tab 2: Table of Contents

Tab 3: Acknowledgment of Receipt of Addendum/Addendum

Tab 4: Bid/Proposal Affidavit (Exhibit 1)

Tab 5: Supplemental Proposer Information

1. Confirmation of being a certified installer by a recognized telescoping gym seats manufacture.
2. Confirmation of having a minimum of ten (10) years of experience in bleacher renovation.

3. Provided a minimum of one (1) example of similar project within last five (5) years. The project information should include date, project owner reference, project cost, project scope.

4. Acknowledgement of compliance with the “Scope of Work” and the “General Requirements Under this Contract.”

5. Provided three (3) references on recent contracts, complete with contact persons, and telephone numbers, where this work, was performed inside a similar University setting and within the Baltimore/Washington metropolitan area.

6. Provided the required completed MBE Forms.

Tab 6: Product Literature – If product literature and other publications are included and intended to supplement the response, include literature in this section and make reference to the document name and page. All technical data and brochures shall follow the last section of the proposer’s response.

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the Proposer’s lack of cost consciousness. Do not include price information in the Technical Proposals.

3.3 Volume II – Financial Proposals

This volume must be submitted in a sealed envelope separate and apart from the technical volume and must provide the information requested in Section 2.3 above by completing the Price Proposal Form in Appendix B of the RFP documents. The outside of the package or envelope must be clearly marked with the firm name, RFP Number, and the words “Price Proposal”.

END OF SECTION 3
4 Evaluation Process

4.1 Evaluation and Selection Committee

To assist the Procurement Officer during the evaluation process, the Procurement Officer intends to establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee will be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Procurement Officer may request additional technical assistance from any source within the University or the State.

4.1.1 Qualifying Proposals

1. Proposals will be initially reviewed for compliance with the submission requirements of this procurement including timeliness, format and completeness. Failure to comply with any of the submission requirements may result in the proposal being classified as not reasonably susceptible for award.

2. Minor irregularities in proposals that are immaterial or inconsequential in nature, as determined by the Procurement Officer, may be cured or waived whenever it is determined to be in the best interest of the University.

4.1.2 Alternate Solution: Vendors may not submit an alternate to the solution given in this RFP.

4.2 Evaluation Procedure

4.2.1 In order to be deemed responsive, proposals must be submitted in two separate sealed volumes clearly identified as indicated in Section 1.4 “Closing Date and Required Delivery.”

4.3 Evaluation In Accordance With Specifications

The words “must, shall or will” indicates a mandatory requirement. In order to be considered, the Proposer must be able to provide all mandatory requirements; that is, the Proposer is fully capable of delivering the item(s) or service(s) specified in the RFP. Each Proposer must provide a written detailed response to each specification beginning with the words “Proposer complies…” A mere response of “yes” is insufficient to show that the Proposer can meet a mandatory requirement. Proposer must state how it is met. Proposers will be scored on how well their response to the mandatory requirements meets the needs of the University. Failure to provide a mandatory requirement will be grounds for rejection of Proposal.

The word “should” indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.
The words “may” or “it is desirable” if used in this document, indicate something that is not mandatory but permissible/desirable features. Proposal must state clearly whether or not the Proposer is capable of delivering the item(s) as specified in the proposal. The desirable specifications are clearly separated from the mandatory specifications in each section of the RFP.

4.3 Technical Evaluation

4.4.1 The technical evaluation will be conducted to evaluate “how” the proposer met the evaluation criteria set forth in Section 2 and summarized below in descending order of importance, of the solicitation and how well the response meets the needs of the University:

1. Confirmation of being a certified installer by a recognized telescoping gym seats manufacture.

2. Confirmation of having a minimum of ten (10) years of experience in bleacher renovation.

3. Provided a minimum of one (1) example of similar project within last five (5) years. The project information should include date, project owner reference, project cost, project scope.

4. Acknowledgement of compliance with the “Scope of Work” and the “General Requirements Under this Contract.”

5. Provided three (3) references on recent contracts, complete with contact persons, and telephone numbers, where this work, was performed inside a similar University setting and within the Baltimore/Washington metropolitan area.

6. Ability to meet or exceed Minority Business Enterprise participation

4.4.2 After the technical evaluation, the University will create a short list of most qualified proposers. Only those proposers who achieve the minimum score of 75% or better will advance to the pricing phase in the procurement process.

4.5 Discussions, Negotiations, Best and Final Offers

4.5.1 The University reserves the right to recommend a Proposer for contract award on the basis of initial proposals without discussions or negotiations; therefore, Proposers must not rely upon an opportunity for discussions, presentations, etc. to clarify proposals or provide information. Discussions or negotiations may be conducted with all responsible Proposers whose proposals are initially classified as reasonably susceptible being selected for award.

4.5.2 In the event that the Procurement Officer determines that further discussions would be in the best interest of the University, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify qualified Proposers.

4.5.3 Proposal Negotiations. The University reserves the right to conduct negotiations with competing Proposers during the evaluation process. Such negotiations will be conducted in accordance with the University System of Maryland Procurement Policies and Procedures.
4.6 Financial Evaluation

4.6.1 After the completion of the Technical Evaluation, only those proposers who achieved the minimum technical score of 75% or better will have their Price Proposals opened and evaluated. Firms NOT achieving the 75% minimum score will have their Price Proposals returned to them unopened. There will be NO public opening of the Price Proposals.

4.7 Recommendation of Award

The Committee will make a recommendation to the Procurement Officer for the award of the contract to the responsible Proposer whose proposal is determined to be the most advantageous and presents the best value to the University considering technical and financial factors set forth in this RFP. The Technical evaluation will be given more weight than the Price Evaluation. The final decision for award will be made by the Procurement Officer based on a determination that the Proposer best meets the needs and interests of the University.

4.8 Duration of Proposal

Proposals are to be held valid for a minimum of 90 days following the closing date for this RFP. If an award is not made during that period, all Proposals shall be automatically extended for another 90 days, unless specific notice is given by the Proposer at least 15 days before the expiration of the then current 90-day period. Proposals will be automatically renewed until such time as either an award is made or proper notice is given to the University of Proposer’s intent to withdraw its proposal. By submission of a proposal each Proposer guarantees that its proposal shall be firm for the period specified above.

END OF SECTION 4
APPENDIX A

GENERAL INFORMATION FOR PROPOSERS
Appendix A – General Information For Proposers

1 Definitions

1.1 **Award** means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.

1.2 **COMAR** refers to the *Code of Maryland Regulations*.

1.3 **Contract** means the agreement entered into by the University as a result of this solicitation.

1.4 **Contractor** means the successful Proposer receiving a contract as a result of this solicitation.

1.5 **MBE** means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation. Refer to section 2.20 below.

1.6 **Proposer** means any person submitting a response to an RFP.

1.7 **Proposals** means the response by a Proposer to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Proposer’s price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.

1.8 **RFP** means Request for Proposal(s).

1.9 **Time** – any time stated in this solicitation (e.g., 11:00 a.m.) is eastern standard time (“E.S.T.”)

1.10 **University or “UMBC”** – means the University of Maryland Baltimore County.

1.11 **USM** means the University System of Maryland.

2 General

The following general information is provided and must be carefully followed by all Proposers to insure that proposals are properly prepared.

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

2.2 Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority.

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

2.4 Addenda and Amendment to the RFP

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

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

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

2.5 Cancellation of The RFP

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

2.6 Rejection of Proposals

The University reserves the right to reject any and all proposals, in whole or in part, if (among other reasons):

1. In the determination of the University, if the pricing proposed is unrealistic or exceeds available funding.
2. The Proposer takes exception to the terms and conditions of this RFP;
3. The Proposer fails to comply with the requirements set forth herein for participating in this RFP process;
4. The University determines that the proposal is incomplete in any way; or
5. The Proposer fails to meet any of the requirements/specifications set forth in this solicitation;
6. The University determines that the proposal is not in its best interest.

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

2.7 Minor Irregularities or Deficiencies in Proposals

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

2.8 Withdrawal of Proposals

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

2.9 Oral Presentations

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

2.10 Incurred Expenses

The University will not be responsible for any costs incurred by any Proposer in preparing and submitting a
proposal.
2.11 Economy of Preparation

Proposals must be prepared simply and economically, providing a straightforward, concise description of the Proposer’s proposal to meet the requirements of the RFP.

2.12 Proposal Bond – NOT APPLICABLE

2.13 Additional Security – NOT APPLICABLE

2.13 Surety Bond Assistance Program – NOT APPLICABLE

2.14 Multiple Proposals

Multiple proposals from a single Proposer will not be considered.

2.15 Alternate Solution Proposals

Vendors may not submit an alternate to the solution given in this RFP.

2.16 Evidence of Responsibility

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

2.17 Other Certifications

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price. The affidavit form, which must be completed by all respondents and returned with their respective responses, is included as a part of Proposal Affidavit – Exhibit 2 of the RFP.

2.18 Execution of Proposals

All proposals shall be legibly prepared and shall be signed in ink as and where specified.

Proposals are required to be executed as follows, depending on the Proposer’s form of business organization:

.1 Sole Proprietorship – signed by proprietor with full name address.

.2 Partnership and Joint Venture - If a proposal is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the State unless it is disclosed in the proposal. Reasonable evidence satisfactory to the State of the authority of one partner to bind the other purporting partner(s) must also be given in the proposal. It is recommended that the proposal contain a copy of the partnership agreement, if one exists. If no partnership agreement exists and if the number of general partners is reasonably small, each general partner must execute all required documents, including proposals. At the State’s option all general partners may be required to sign the proposal. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for finding a proposal unacceptable.

.3 Corporation – An officer or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter
from an officer of the corporation authorizing said individual to act on behalf of the corporation must be included.

2.19 Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation notice. Proposers who wish to be considered as Minority Business Enterprise and non-minority Proposers who utilize certified Minority Businesses as subcontractors for purposes of this solicitation must provide documentation with their proposal submittal as referenced in Section 3.

2.20 Arrearage

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

2.21 Taxes

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

2.22 Indemnification and Responsibility for Claims and Liability

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

2.22.1 The Contractor shall indemnify, save harmless and defend, the University of Maryland, Baltimore County, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, its employees, agents, or subcontractors, of the work covered by this Contract.

2.22.2 The State has no obligation to provide legal counsel or defense or pay attorney’s fees to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to the contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations under this Contract.

2.22.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations under this Contract.

2.22.4 The Contractors shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor’s obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor’s performance under this Contract.

2.23 Insurance:

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

.1 Commercial General Liability Insurance including all extensions:

$2,000,000 each occurrence;
$2,000,000 personal injury;
$2,000,000 products/completed operations;  
$2,000,000 general aggregated

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

.3 Owner’s Landlord’s and tenant’s and Contractor’s bodily injury liability insurance, with limits of not less than $500,000 for each person and $2,000,000 for each accident.

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

.5 If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than $1,000,000 for each person and $2,000,000 for each accident, and property damage liability insurance, with a limit of not less than $2,000,000 for each accident.

.6 Food products liability insurance, if not included in the Comprehensive, with limits of not less than $1,000,000 for each person and $2,000,000 for each accident.

2.23.2 All policies for liability protection, bodily injury or property damage must specifically name or its face, the University of Maryland Baltimore County as an additionally named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor’s liability for bodily injury or property damage under items 2.25.1 – 2.25.6 above, such insurance shall cover and not exclude Contractor’s liability for injury to the property of the University of Maryland Baltimore County and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University of Maryland Baltimore County.

2.25.3 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

2.25.4 All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders’ rating of ”A-“ or better, and a financial size of “Class VII” or better in the latest edition of Best’s Insurance Reports.

2.25.5 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing the Assistant Vice President for Administrative Services thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. The above policies and certificate shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

2.25.6 Assignment

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

PRICE PROPOSAL FORM
RFP No. BC-20565-Q
Title: RAC BLEACHER RENOVATION

RFP NO.: BC-20565-Q
PRICE PROPOSAL
DUE DATE: THURSDAY, SEPTEMBER 11, 2008 at 2:00 P.M.
PRICE PROPOSAL FOR: RAC BLEACHER RENOVATION

PROPOSER: __________________________________________

Federal Identification Number/Social Security Number: __________________________

**PRICE PROPOSAL FORM**

DATE ______________________________

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

Dear Ms. Quinn:

The undersigned hereby submits the Price Proposal Form as set forth in RFP BC-20565-Q dated 08/21/08 and the following subsequent addenda:

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Having received clarification on all matters upon which any doubt arose, the undersigned proposes to provide the products and services as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda.

The Price Proposal is to be submitted in a sealed envelope and shall have the Proposer's name, the contract name and RFP number prominently displayed, together with the words, "PRICE PROPOSAL."
RFP NO.: BC-20565-Q
PRICE PROPOSAL
DUE DATE: THURSDAY, SEPTEMBER 11, 2008 at 2:00 P.M.
PRICE PROPOSAL FOR: RAC BLEACHER RENOVATION

PROPOSER: ___________________________________________________

Federal Identification Number/Social Security Number: ________________________________

1. **BASE PRICE:** Vendor shall submit a detailed lump sum price to renovate existing bleaches (see attached drawing) including the cost of removal/ disposal of the existing bleacher components, installation of new material of the existing bleacher components, and new accessories as described in the Scope Section. The project area includes both south and north banks (see attached drawing).

   TOTAL AMOUNT FOR BASE PRICE:

   Written in words ___________________________ and in dollars $______________.

2. **ALTERNATE # 1 PRICE:** Vendor shall provide an alternate price proposal for two (2) phased renovations: phase 1 for south bank renovation/ provision of electric portable tractor and phase 2 for north bank renovation. If the alternate is taken, the phase 2 renovation will be scheduled within 6 months or 12 months upon completion of the first phase renovation. Actual construction schedule will be provided at prebid conference.

   TOTAL AMOUNT FOR ALTERNATE # 1:

   Written in words ___________________________ and in dollars $______________.

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

We understand that the evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents. We understand that technical weighs greater than the financial.

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

(Signature to be placed on following page)
A. INDIVIDUAL PRINCIPAL

In Presence of Witness: ___________________ FIRM NAME ___________________

ADDRESS ________________________________

______________________________

______________________________

TELEPHONE NO. ____________

SIGNED ______________________

Printed Name ______________________

Title: ___________________________

---

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)

ADDRESS ______________________________

In Presence of Witness: ______________________________

TELEPHONE NO. ____________ as to

______________________________ as to

______________________________ as to

BY _____________________________

______________________________

______________________________

______________________________

(Partner)

Printed Name: ______________________

______________________________

______________________________

______________________________

(Partner)

Printed Name: ______________________

______________________________

______________________________

______________________________

(Partner)
C. CORPORATE PRINCIPAL

(Name of Corporation)

ADDRESS________________________

______________________________

TELEPHONE NO.____________________

Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY:______________________________
Signature of Officer

______________________________Printed
Name____________________________

Title____________________________
APPENDIX C
DRAWING
Exhibit 1– Bid/Proposal Affidavit
A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

- Been convicted under state or federal statute of:
  1. A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  2. Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
  3. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
  4. Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
  5. Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
  6. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;
  7. Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
  8. Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given without qualification):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- Been convicted of conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given without qualification):
- Been convicted of or had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate reasons why the affirmation cannot be given without qualification):
- 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;
- Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;
- 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
- Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given without qualification):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

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

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION
I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION
I FURTHER AFFIRM THAT:

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

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

I CERTIFY THAT:

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

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

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

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

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

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

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 in the performance of the contract.

4) I acknowledge and agree that:

   (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

   (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

   (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
RFP No. BC-20565-Q
Title: RAC BLEACHER RENOVATION

I FURTHER AFFIRM THAT:

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

Name: __________________________
Address: _________________________

(If not applicable, so state).

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. REPEALED

N. ACKNOWLEDGEMENT

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

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

Date: ____________________________ By: ______________________________________
(FEIN): ____________________________________________________________
(Authorized Representative and Affiant)
Exhibit 2– “No Response” Form

University of Maryland Baltimore County
Notice to Bidders/Proposers

In order to help us improve the quality of State solicitations and make our procurement processes more responsive and “business friendly”, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid/proposal or “no bid” response, as the case may be.

Bid/Proposal Number: __________________________ Title: _________________________________________________

I. If you have responded with a “No Bid” please check the reason(s) below (check all that apply):

   ( ) Other commitments preclude our participation at this time.

   ( ) The subject of the contract is not something we normally provide.

   ( ) We are inexperienced in the work/commodities required.

   ( ) The specifications are either unclear, or too restrictive. Please explain in “Remarks” section below.

   ( ) The scope of work is beyond our current capacity.

   ( ) Doing business with Government is simply too complicated.

   ( ) We cannot be competitive. Please explain in “Remarks” section below.

   ( ) Time for completion is insufficient.

   ( ) Bonding/Insurance requirements are prohibitive. Please explain in “Remarks” section below.

   ( ) Bid/Proposal requirements, other than specifications are unreasonable or too risky. Please explain in “Remarks” section below.

   ( ) Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. Please explain in “Remarks” section below.

   ( ) Other: ______________________________________________________________________________________

II. If you have submitted a bid/proposal, but wish to offer suggestions or express concerns, please use the “Remarks” section below.

Remarks: __________________________________________________________________________________________

________________________________________________________________________________________

Company Name: __________________________ Contact Person: __________________________

Address: __________________________ Signature: __________________________

City/State/Zip: __________________________ Telephone: __________________________

THANK YOU!
Exhibit 3 – Sample Contract
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

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

1. TERM OF CONTRACT: The term of this Contract shall begin on _____ and terminate on ________.

2. SCOPE OF CONTRACT: The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. ______ and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

3. COMPENSATION AND METHOD OF PAYMENT:
   A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor $________.
   B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is _______.
   C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. DELIVERY: Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.

5. NON-HIRING OF EMPLOYEES: No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

7. RESPONSIBILITY OF CONTRACTOR:
   A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
   B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.

8. DISSEMINATION OF INFORMATION:
   A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
   B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.

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

10. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**
   A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
   B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys’ fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 8.3 below.
   C. If any products furnished by Contractor become, or in Contractor’s opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item’s specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

11. **DISPUTES:** This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

12. **NONDISCRIMINATION IN EMPLOYMENT:** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. **CIVIL RIGHTS ACT 1964:** Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

14. **AFFIRMATIVE ACTION:** The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland’s Executive Order 01.01.1993.16.

15. **CONFLICT OF INTEREST LAW:** It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.

16. **CONTINGENT FEE PROHIBITION:** The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

17. **INTELLECTUAL PROPERTY:** Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.
18. **SOFTWARE CONTRACTS:** [Delete if not applicable and insert “N/A”] As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act (“UCITA”), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Vendor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Vendor.

19. **EPA COMPLIANCE:** Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.

20. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

21. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

22. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

23. **TERMINATION OF MULTIYEAR CONTRACTS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State’s rights or the Contractor’s rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

24. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances,
regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

25. **VARIATIONS IN ESTIMATED QUANTITIES:** [Delete is not applicable - if contract does not contain estimated quantity items.] No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.

26. **LIQUIDATED DAMAGES:** [To be included where deemed appropriate by the Procurement Officer or insert "N/A"].

27. **SUSPENSION OF WORK:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.

28. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

29. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

30. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate $100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of $500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

31. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

32. **AUDIT:** The University reserves the right to request an independent review of the Contractor’s financial operations and overall contract compliance (“Review”). The Review would be at the Contractor’s expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.

33. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:
   
   A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
   
   B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
   
   C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
   
   D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.
34. **COST AND PRICE CERTIFICATION**: By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
   A. A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the procurement officer; or
   B. A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the procurement officer.
   C. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

35. **TRUTH-IN NEGOTIATION CERTIFICATION**: [Mandatory provision for architectural services or engineering services contracts exceeding $100,000. It shall be in substantially the same form as follows: or insert “N/A” if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
   A. the wage rates and other factual unit costs supporting the firm’s compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
   B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or, fee, to exclude any significant sum by which the price was increased because of the defective data. The University’s right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
   C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

36. **PAYMENT OF UNIVERSITY OBLIGATIONS**: Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

37. **SET-OFF**: The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

38. **INDEMNIFICATION**: The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this Contract.

39. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES**: Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor’s income subject to Maryland income tax by payments made to an affiliated entity or an affiliate’s agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

40. **ENTIRE AGREEMENT**: A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
   B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to “days” in this Agreement mean calendar days, unless otherwise expressly stated. All references to “including” mean “including without limitation.”
C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

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

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

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

42. **USE OF CONTRACTOR’S FORMS NOT BINDING ON STATE**:  
A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:

   (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
   (2) not otherwise inconsistent with the Contract Documents.

B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:

   (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
   (2) the document is executed on behalf of the University by the procurement officer; and
   (3) execution of the document is approved by the procurement authority whose approval is required by law.

43. **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.

44. **WAIVER OF JURY**: UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

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

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

47. **CONTRACT AFFIDAVIT**: The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor: __________________________

______________________________
Witness

______________________________
Witness

______________________________
Signature

______________________________
Typed/Printed Name

______________________________
Title

______________________________
Date

______________________________
Telephone Number

University of Maryland Baltimore County

flats: Dv:(Authorized Representative and Affiant)
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: ______________________________________________________________________________________
Address: _____________________________________________________________________________________

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

C. CERTAIN AFFIRMATIONS VALID

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

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

Date: ______________  By: ________________________________ (Authorized Representative and Affiant)

Revised January 2005

END OF RFP DOCUMENT