DATE: March 15, 2013

TO: All Prospective Proposers

FROM: John Kenny

RE: UMBC Columbus Center Facilities Assessment Consultant – BC-20869-K
ADDENDUM # 1

The following amends the above referenced RFP documents. Receipt of this addendum must be acknowledged by completing the enclosed "Acknowledgement of Receipt of Addenda" Form and submitting it along with the Technical Proposal you return to the University.

The due date and time for the Technical Proposals to be submitted to the University remains as WEDNESDAY, APRIL 3, 2013 by 04:00 p.m. to the issuing office.

A. Attached, please find the following bid documents:
   1. Prebid Meeting Sign-In Sheet
   2. Price Proposal Form
   3. Revised Contract Form

B. Proposer is to submit five sets of the technical proposal (one original and four copies).

C. Question and Answer:
   Question: Are the specialized systems in the building such as the RO/I, air, gas, and vacuum systems included in the assessment?

   **ANSWER:** Yes, from the source (RO generation equipment, Air compressor package, Vacuum package in the ground floor mechanical room) to the termination valves on the bench or sink in the labs. Natural gas shall be from BG&E's meter to the termination valves in the labs. Note that the equipment that is connected to these utilities in the labs belongs to the respective labs and is not to be part of the assessment.

Enclosure: Acknowledgement of Receipt of Addenda Form

cc: Procurement File
PROPOSAL NO.: RFP #BC-20869-K

PRICE PROPOSAL DUE DATE: WEDNESDAY, APRIL 03, 2013 ON OR BEFORE 04:00 P.M. EDT (via e-mail)

PROPOSAL FOR: COLUMBUS CENTER FACILITIES ASSESSMENT CONSULTING SERVICES

PROPOSER: ______________________________________________________

Federal Identification Number/Social Security Number: ________________

PRICE PROPOSAL DATE__________________

Mr. John Kenny
jkenny@umbc.edu
University of Maryland Baltimore County
1000 Hilltop Circle, Administration Building #301
Baltimore, MD 21250

Dear Mr. Kenny,

The undersigned hereby submits the Price Proposal as set forth in RFP #BC-20869-K dated 03/05/13 and the following subsequent addenda:

Addendum __________ dated __________
Addendum __________ dated __________
Addendum __________ dated __________
Addendum __________ dated __________

We confirm that this Price Proposal is based on the requirements per the RFP and any subsequent addenda as noted above. Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the work 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. Proposers are cautioned to verify their final proposals prior to submission, as UMBC cannot be responsible for Proposer's errors or omissions. Any price proposal that has been accepted by UMBC may not be withdrawn by the Proposer.

1. QUOTED FIXED PRICE:

An all-inclusive lump sum quoted price for the provision of all services per the RFP document with the exception of the allowable reimbursable expenses in #2 below.

(in words and figures)

______________________________________________________________ ($_____________________).
PROPOSAL NO.: RFP #BC-20869-K
PRICE PROPOSAL DUE DATE: WEDNESDAY, APRIL 03, 2013 ON OR BEFORE 04:00 P.M. EDT (via e-mail)
PROPOSAL FOR: COLUMBUS CENTER FACILITIES ASSESSMENT CONSULTING SERVICES

PROPOSER: ____________________________________________________

2. NOT-TO-EXCEED (NTE) PRICE FOR REIMBURSABLES WHICH ARE LIMITED TO THE FOLLOWING: (1) Printing, (2) travel expenses (hotel, mileage reimbursement, airfare and/or meals) in accordance with USM Policies (links provided in the solicitation document) and (3) courier expenses including overnight delivery to UMBC only.

<table>
<thead>
<tr>
<th>Reimbursable Expense</th>
<th>NTE Quote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printing Costs</td>
<td>$</td>
</tr>
<tr>
<td>Travel Expenses (if over 60miles one-way)</td>
<td>$</td>
</tr>
<tr>
<td>Courier Expenses (to UMBC only)</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total NTE Price:</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

3. HOURLY RATES (FOR ALL POSITIONS LISTED ON KEY PERSONNEL FORM):
Hourly rates are included in the Quoted Fixed Price (# 1 above).

- Principal Consultant: $_______________ per hour
- $_______________ per hour
- $_______________ per hour
- $_______________ per hour
- $_______________ per hour

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the solicitation documents. The evaluation and subsequent final ranking of proposals will be in accordance with USM Policies (links provided in the solicitation document) and (3) courier expenses including overnight delivery to UMBC only.

We further understand that this Price Proposal includes all costs associated with the provision of the Services per this solicitation. We further confirm that the key personnel named within our Technical Proposal, and any clarifications thereto during the course of this procurement, will be assigned to the UMBC Contract for the duration of this contract.

We understand that no changes in this assignment will be allowed without written authorization from the University via contract amendment prior to such changes being made.

(Signature on following page)
PROPOSAL NO.: RFP #BC-20869-K
PRICE PROPOSAL DUE DATE: WEDNESDAY, APRIL 03, 2013 ON OR BEFORE 04:00 P.M. EDT (via e-mail)

PROPOSAL FOR: COLUMBUS CENTER FACILITIES ASSESSMENT CONSULTING SERVICES

PROPOSER: ____________________________________________________________

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

______________________________
Proposer (Company Name)

______________________________
Authorized Signature

______________________________
Print Name

______________________________
Title
RFP #BC-20869-K
Columbus Center Facilities Assessment Consultant

CONTRACT FOR SERVICES
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the _____ day of ________ 2013, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland and an agency of the State of Maryland (“University”, “UMBC” or “State”) located at 1000 Hilltop Circle, Baltimore, Maryland 21250 and, _________ (Contractor), at ___________________________________, the parties hereby agree as follows:

1 INDEPENDENT SERVICES

Engagement of Contractor. University hereby engages Contractor to perform the Services described in UMBC’s Solicitation RFP # BC-20869-K. The Contractor’s obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP #BC-20869-K 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.

1.1 Term. The engagement of Contractor hereunder shall commence on 05/08/13 and end on 06/28/13, unless terminated sooner in accordance with the provisions of this Agreement.

1.2 Delivery and Completion Schedule. Contractor agrees to perform the Services in the time frames as specified by the University. Contractor understands that TIME IS OF THE ESSENCE in performing the Services.

1.3 Contractor’s Representations. In the performance of Contractor’s duties under this Agreement, Contractor shall adhere to the highest fiduciary standards, ethical practices and standards of care and competence. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of University. Contractor agrees to comply with all applicable Federal, State and local laws and regulations.

2 INDEPENDENT CONTRACTOR

2.1 The relationship of the Contractor to University is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship. The Contractor may adopt such arrangements as he/she may desire with regard to the details of the Services performed hereunder, the hours during which the Services are to be provided, and the place or places where the Services are to be furnished, provided that the Services shall be performed in a manner calculated to attain the most satisfactory results for University.

2.2 Contractor shall not be entitled to any benefits accorded to University’s employees including, without limitation, worker’s compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor’s expense, disability, worker’s compensation or other insurance as well as licenses and permits usual or necessary for conducting the services hereunder. Contractor shall be obligated to pay any and all applicable local, state and federal payroll and other taxed incurred as a result of Contractor’s fees hereunder. Contractor hereby indemnifies University for any claims, losses, costs, fees, liabilities, damages or penalties suffered by University arising out of Contractor’s breach of this provision.

2.3 Contractor shall not be considered an agent of University for any purpose whatsoever, nor shall Contractor have the right to, and shall not, commit University to any agreement, contract or undertaking. Contractor shall not use University’s name in its promotional material or for any advertising or publicity purposes.

2.4 The Contractor’s Federal Tax Identification Number or, where applicable, Social Security Number is: __________
3 CONSULTING FEES AND EXPENSES

3.1 Consulting Fees.

3.1.1 University shall pay Contractor at the rate indicated in the RFP, for time actually spent on the Services and for the period set forth herein. The total fees payable to Contractor shall not exceed $_______, payable at the rate of $____ per hour.

3.1.2 The fees set forth herein includes all costs of operation, including benefits attributable to payroll, overhead, wages and salaries of Contractor’s employees, if any, and all applicable taxes.

3.1.3 Contractor shall submit invoices to University upon completion of scheduled services. To the extent University may reasonably require, Contractor shall support each invoice with justification for Services performed. Invoices shall include the Contract Number noted above and shall be submitted for approval to University at the above-referenced address. After University has approved the invoice, payment will be due within thirty (30) days of receipt of the invoice.

3.2 Expenses.

3.3 Contractor shall be entitled to reimbursement by University of certain business expenses and costs described in the RFP document, if any. If Contractor is required to travel, it must first obtain University’s written consent. Time spent in local travel to and from University’s offices shall not be considered time worked. All reimbursable expenses will be paid at actual costs with no mark-up permitted. Total estimated expenses not to exceed $______.

3.4 Audit Rights.

3.5 Contractor agrees that, during the term of this Contract and for a period of three years after its termination, University shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Agreement.

4 OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Contract and arising from the Services (hereinafter referred to as “New Developments”) shall be and are assigned to University as its sole and exclusive property. Contractor agrees to promptly disclose to University all such New Developments. Upon University’s request, Contractor agrees to assist University, at University expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which University shall deem necessary to apply for and to assign or convey to University, its successors and assigns, the sole and exclusive right, title and interest in such New Developments. Contractor agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof with regard to New Developments and Confidential Information.

4.2 Contractor warrants that Contractor has good title to any New Developments, and the right to assign New Developments to University free of any proprietary rights of any other party or any other encumbrance whatever.

5 CONFIDENTIALITY AND NON-DISCLOSURE

5.1 Contractor acknowledges that in performing the Services hereunder, University may have to disclose to Contractor orally and in writing certain confidential information that University considers proprietary and has developed at great expense and effort. As used herein, the term “Confidential Information” means any scientific or technical data, marketing, operating, financial, business or any other information, design, process, procedure, formula or improvement in written, printed, graphic, or electronically recorded materials, that is commercially valuable to University and not generally known in the industry. Contractor further acknowledges that the Services and any deliverables may incorporate Confidential Information. Contractor agrees that all items of confidential Information are proprietary to University and shall remain the sole property of University.
5.2 Contractor agrees as follows:

5.2.1 To use the Confidential Information only for the purposes described herein; to not reproduce the Confidential Information; to hold in confidence and protect the Confidential Information from dissemination to and use by anyone not a party to this Agreement; and to not use the Confidential Information to benefit itself or others.

5.2.2 To restrict access to the Confidential Information to personnel of Contractor who (i) have a need to have such access and (ii) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.

5.2.3 To return all Confidential Information in Contractor’s possession upon termination of this Contract or upon University’s request, whichever occurs first.

5.2.4 To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.

5.3 The provisions of this Paragraph 5 shall survive termination or expiration of this Contract and shall continue for so long as the material remains confidential.

6 INSURANCE/INDEMNIFICATION

6.1 Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, as a minimum: Workmen’s Compensation, Commercial General and Contractual Liability, Comprehensive Automobile Liability and Errors and Omissions insurance in the following amounts:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Comprehensive General Liability:</td>
<td>Bodily Injury and $500,000 each person</td>
</tr>
<tr>
<td></td>
<td>Property Damage $1,000,000 each occurrence</td>
</tr>
<tr>
<td>Comprehensive Automobile Liability:</td>
<td>Bodily Injury and $500,000 each person</td>
</tr>
<tr>
<td></td>
<td>Property Damage $1,000,000 each occurrence</td>
</tr>
<tr>
<td>Professional Liability:</td>
<td>$1,000,000 each occurrence</td>
</tr>
</tbody>
</table>

6.2 Contractor shall provide certificates of insurance evidencing the above-described coverage. Such certificates shall include a statement indicating that University shall receive fifteen (15) days notice of cancellation of any of the policies which may affect University’s interest and a statement confirming that University has been named an additional insured.

6.3 Contractor shall indemnify, defend and hold harmless University, its officers, employees, agents, and members from and against all claims, demands, losses, costs, expenses, obligations, liabilities, and damages, including, without limitation, interest, penalties, and reasonable attorney’s fees and costs, that University may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of its representations, warranties and agreements contained in this Agreement.

7 CONFLICT OF INTEREST

Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between Contractor’s family, business or financial interest or its Services under this Agreement, and, in the event of change in either its private interests or Services under this Agreement, it will raise with University any question regarding possible conflict of interest which may arise as a result of such change.
8  **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.

9  **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.

10  **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.

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**

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

13  **ANTI-BRIBERY**

The Contractor certifies that, to the Contractor’s best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the state, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
14 **GOVERNING LAW**

This Contract is governed by and shall be construed under the laws of the State of Maryland. All parties to this Contract hereby voluntarily submit to the jurisdiction of the Courts of the State of Maryland for any legal proceeding arising out of or relating to this Contract. UMBC does not recognize any obligation to, and will not submit to, binding arbitration of disputes nor subject itself to the rules, regulations or procedures of any labor organization, guild or institute.

15 **WAIVER OF JURY**

UMBC AND CONTRACTOR HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. 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 UMBC AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

16 **ENTIRE AGREEMENT**

16.1 This Contract and the University Purchase Order (collectively referred to as the “Contract” or “Agreement”) constitute 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 to contemporaneous agreement.

16.2 Modifications. This Contract may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both parties.

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

16.4 Partial Invalidity, Waiver and Severability. 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. No waiver of any provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, no shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement becomes or is deemed to be invalid, illegal or unenforceable, the parties shall meet to discuss such provision. If such provision cannot be amended without materially altering the intention of the parties, it shall be deleted and the remainder of the Agreement and the related documents pursuant hereto shall remain in full force and effect. In the event of a conflict between the provisions in the body of the Agreement and any attachments, the provisions in the body of this Agreement will control.

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

16.6 The parties signing this Agreement warrant that he/she signs as duly authorized representative of his/her respective organizations.
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.

Vendor: ________________________

______________________________

Signature

______________________________

Typed/Printed Name

______________________________

Title

______________________________

Date

University of Maryland Baltimore County

______________________________

Signature

______________________________

Typed/Printed Name

______________________________

Title

______________________________

Date
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT: I am the (title) ____________ and the duly authorized representative of (name 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 Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT to the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _________, 20___, 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)

Rev. 3/07
RFP NO.: BC-20869-K

TECHNICAL PROPOSAL DUE DATE: WEDNESDAY, APRIL 3, 2013 AT 04:00 P.M.

BID FOR: UMBC COLUMBUS CENTER FACILITIES ASSESSMENT CONSULTANT

NAME OF PROPOSER: _______________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. 1 dated 03/15/13
Addendum No. ____ dated ______
Addendum No. ____ dated ______
Addendum No. ____ dated ______
Addendum No. ____ dated ______
Addendum No. ____ dated ______

As stated in this Addendum, this form is to be returned within your Technical Proposal.

____________________________________
Signature

____________________________________
Printed Name

____________________________________
Title

____________________________________
Date

END OF FORM