REQUEST FOR PROPOSAL # 20898-P
FOR
FIELD EMISSION SCANNING ELECTRON MICROSCOPE

ISSUE DATE: OCTOBER 29, 2013

SIGNIFICANT MILESTONES TIME: DATE
Issue Date 4:00 PM Tuesday, October 29, 2013
Pre-Proposal Meeting 10:00 A.M. Thursday, November 7, 2013
Deadline for Questions 4:00 PM Wednesday, November 13, 2013
Technical & Price Proposals Due 2:00 PM Thursday, November 21, 2013

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

UNIVERSITY OF MARYLAND BALTIMORE COUNTY
1000 Hilltop Circle
Baltimore, Maryland 21250
www.umbc.edu

RFP#BC-20898-P: Field Emission Scanning Electron Microscope - Page 1
TABLE OF CONTENTS

SECTION I: SUMMARY INFORMATION

SECTION II: GENERAL INFORMATION FOR VENDORS

SECTION III: TECHNICAL & SPECIFICATIONS

SECTION IV: EVALUATION AND SELECTION PROCEDURES

SECTION V: INFORMATION REQUIRED IN VENDOR PROPOSALS

SECTION VI: APPENDICES

APPENDIX A – TECHNICAL PROPOSAL FORMS

APPENDIX B – PRICE PROPOSAL FORM

APPENDIX C – CONTRACT FORMS
SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

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”) is seeking a firm to manufacture, deliver, install, train and provide maintenance on a modern Field Emission Scanning Electron Microscope (FESEM) capable of nanometer resolution using a variety of detectors.

B. ISSUING OFFICE

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

The sole point of contact at the University for the purpose of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to Delores R. Pertee in writing.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by Wednesday, November 13, 2013 by 4:00 p.m. Inquiries will receive a written reply. Copies of replies will also be sent to all other proposers, but without identification of the inquirer.

D. DELIVERY OF PROPOSALS

Proposals must be delivered to:

University of Maryland Baltimore County
Department of Procurement
1000 Hilltop Circle, Administration Building, Room 301
Baltimore, MD 21250
Attention: Delores R. Pertee
E. PROPOSAL CLOSING DATE

In order to be considered, the original and seven (7) copies [for a total of eight (8) sets] of the Technical Proposal, and the original and two (2) copies [for a total of three (3) sets] of the Price Proposal must arrive at the issuing office by Thursday, November 21, 2013 by 2:00 p.m.

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

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

F. PRE-PROPOSAL MEETING

A Pre-proposal meeting will be held on Thursday, November 7, 2013 at 10:00 a.m. in the Physics Building, Room #305. A site tour will be conducted of the installation site that will be covered under this contract. Directions to the campus and parking can be found on the UMBC website at http://www.umbc.edu. Click on “Maps” at the top right of the page.

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 Tuesday, November 5, 2013. We ask that a maximum of two (2) representatives from each company attend this meeting.

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

G. DURATION OF PROPOSAL OFFER

Proposals are to be held valid for 120 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.
H. CONTRACT TERM

The contract shall be for a one-time project for the full manufacture, delivery, installation, training and maintenance of a Field Emission Scanning Electron Microscope.

I. EVALUATION OF OFFERS

A contract award will be made to the responsible proposer(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by a University Evaluation Committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract to the vendor whose proposal is determined to be the most advantageous to the University.

J. PROPOSAL ACCEPTANCE

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. Proposers judged by the procurement officer not to be responsible or proposers whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

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

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

The Contract to be entered into as a result of this 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 found in Appendix C, and (3) the Proposer’s response to the RFP and any amendments or changes thereto.

L. ORDER OF PRECEDENCE

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

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included in Appendix A of the RFP.

N. PIGGYBACK CLAUSE

UMBC is a member of the University System of Maryland ("USM") and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM. 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.

END OF SECTION I
SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for the Field Emission Scanning Electron Microscope. Proposals will be received for the services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

B. GENERAL INFORMATION FOR VENDORS

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

2. Each proposer must furnish all information required by the proposal request. 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 their authority.

3. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate proposers for proposal preparation expenses.

4. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.

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

C. ADDENDA TO THE RFP

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. Copies of the addenda will be posted to the vendors of record. Reasonable efforts will be made to avoid the identification of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL. An “Acknowledgement of Receipt of
Addendum” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.

D. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, at any time.

E. ORAL PRESENTATION

There is no Oral Presentation in conjunction with this RFP.

F. INCURRED EXPENSES

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

G. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor’s offer to meet the requirements of the RFP.

H. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the firm accepts the terms and conditions set forth in this RFP.

I. PROCUREMENT REGULATIONS

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

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.

K. ALTERNATE SOLUTION PROPOSALS

Vendors may not submit an alternate to the solution given in this RFP.
L. **TELEGRAPHIC/FACSIMILE PROPOSAL MODIFICATIONS**

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

M. **CONTRACTOR RESPONSIBILITIES**

The University shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. The University’s intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom the University has a reasonable objection. Notification of such objection will be made by the University within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

N. **PUBLIC INFORMATION ACT**

Proposers 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 Public Information Act, Part III, Title 10, State Government Article, Annotated Code of Maryland.

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

O. **MINORITY BUSINESS ENTERPRISE NOTICES**

State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation.

P. **ARREARAGES**

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

Q. TAXES

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

R. RFP RESPONSE MATERIALS

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

S. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the
request must be submitted in writing to the Procurement Officer within ten days after the
proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be
limited to discussion of the specific proposer’s proposal only and not include a discussion of a
competing proposer’s proposal. Debriefings shall be conducted at the earliest feasible time.

The debriefing may include information on areas in which the unsuccessful proposer’s
proposal was deemed weak or insufficient. The debriefing may NOT include discussion or
dissemination of the thoughts, notes or ranking from an individual evaluation committee
member. A summarization of the procurement officer’s rationale for the selection may be
given.

T. 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/proposer has any questions concerning application of the State Ethics law to the
bidder/proposer’s participation in this procurement, it is incumbent upon the bidder/proposer
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/proposer 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.


V. **JOINT VENTURE PROPOSERS**

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e. licenses, insurance, etc.) as requested. As part of the initial technical proposal submission, the proposer must identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document.

Note: All joint venture parties will be held responsible for the contract obligations jointly and severally.

W. **PAYMENTS BY ELECTRONIC FUNDS TRANSFER**

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

http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf

Payments will be made within 30 days of receipt of an invoice following completion of established project milestones, after review and approval by the University.
X. **SMOKE-FREE CAMPUS**

In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with USM policy, effective, July 1, 2013, UMBC has become smoke-free campus.

The campus has provided two designated areas removed from major pedestrian traffic. All existing smoking urns have been removed, and new urns have been placed at each designated smoking area. Permanent smoking shelters will be installed during the fall semester. The two locations will be the Park Road Smoking Area, adjacent to Lots 1 and 3, and the Fine Arts Service Smoking Area, near the Fine Arts Building service area.

We ask that you work with us to ensure that this policy is adhered to. Individuals found in violation will be directed to review the smoking policy online at smokefree.umbc.edu. Those violating the policy after that will be subject to a fine.

This new policy reflects a national movement to provide healthy, smoke-free environments on college campuses and brings UMBC in line with more than 800 colleges in the United States that are already smoke free.

**END OF SECTION II**
FIELD EMISSION SCANNING ELECTRON MICROSCOPE
RFP# 20898-P

SECTION III:  TECHNICAL REQUIREMENTS & SPECIFICATIONS

A.  GENERAL DESCRIPTION OF WORK:

The objective of this purchase is to acquire a modern Field Emission Scanning Electron Microscope (FESEM) capable of nanometer resolution using a variety of detectors. High and low vacuum operation are required and the instrument must be equipped with efficient computer control and data management capabilities. The minimum mandatory specifications of the Instrument are as follows:

1. Resolution (defined at one-sigma confidence limit)

   High vacuum
   1.0 nm or better at 15 kV
   1.5 nm or better at 1 kV
   3.5 nm or better with beam deceleration at 0.1 kV
   3.0 nm at 15 kV and 5 nA at 10 mm analytical distance

   Low Vacuum
   2.0 nm or better under optimum conditions

   STEM
   0.8 nm or better at 30 kV

   Beam Deceleration
   The application of sample bias should be available to allow imaging at landing energies to as low as 20 V.

   Minimum magnification not larger than 25x (referred to 4x5” Polaroid)

2. Electron Optics

   Electron gun
   Schottky type field emission gun, providing highly stable beam current
   Electron current at the sample must be controllable from a few pA to at least 200 nA in both high and low vacuum.

   Accelerating voltage
   Variable up to 30 kV
   Beam deceleration for improved imaging of surface details and high resolution at low voltage.

   Electron optics
   Integrated and computer controlled lens system to minimize change of focus or shift of image while changing accelerating voltage, beam current, or magnification.
3. **Detector Systems**

The following detectors have to be available:

- Lower electron detector, in chamber Everhart-Thornley type
- Upper, through-the-lens detector with energy filter
- Solid state back-scattered electron detector (in chamber). It must facilitate imaging with both topographic and elemental contrast.

Low vacuum secondary electron detector
- Segmented STEM detector for light/dark field imaging.
- Simultaneous imaging with at least four detectors and mixing of detector signals should be possible.

- Visible and/or infrared imaging of the sample for easy location of areas of interest.
- The system should be fully integrated to the imaging system, using the same coordinate system as the electron beam control to facilitate the selection of areas of interest.

4. **EDS/EBSD**

- EDS and EBSD systems (Oxford AZtech or similar) fully integrated with the instrument.
- Detection of elements from beryllium.

- Quantitative analysis, line scan and spectral mapping must be available.

5. **Vacuum**

- Oil-free vacuum system
- Maximum high vacuum should be better than 6x10^{-6} mbar (after 24 hours of pumping).
- Low vacuum up to 200 Pa
- Switching between high- and low-vacuum operation must be simple, preferably software controlled.

6. **Specimen Chamber and Stage**

- Large sample chamber to accommodate samples as large as 100x100x40 mm.
- Five-axis motorized, computer controlled stage.
- Eucentric tilt at least from -5° to 70°
- Sample can be returned to earlier location automatically.
- Mouse and trackball control

7. **Scanning and Imaging**

- Digital scan generator has user selectable pixel density. Maximum resolution must be better than 4000x3000 pixels.
- User selectable scanning parameters, such as dwell time, noise and charge reduction.
- Display can be configured for single-frame or for 4 quadrant mode.
- Digital scan rotation
- Image processing software must provide options for enhancing images by gray-scale manipulation, pseudo color, smoothening and sharpening, measurement, and annotation.
8. **System Control**
   - The instrument shall be controlled from a desktop computer preferably under Windows 7 operating system.
   - Mouse, keyboard, and trackball operation.
   - The main display must be at least 23”, 1920x1080 pixel resolution.
   - Possibility to connect a large-screen TV as secondary display for demonstrations.
   - Manual user interface must be available.
   - Image archiving should also store system conditions.
   - Remote access for system diagnostics and repair/upgrade.

9. **Other requirements**
   - In-chamber sample cleaning system.
   - Suitable water chiller.
   - Specimen holders for a variety of possible samples; both single and multiple stub holders must be included.

10. **Installation and Training**
    - Site survey shall be conducted before installation. If deemed necessary, installation of a vibration insulation base will be arranged through a third party (cost not included.)
    - Instrument will be fully installed, tested, and compliance with the agreed-upon specifications will be demonstrated.
    - On-site training for at least 3 people.
    - Technical support by email, phone, and via remote access must be available for the life of the instrument.
    - At least one year full warranty, parts and labor.

11. **Additional information**
    - There is a loading dock and freight elevator in the Physics Building where the microscope will be installed.
    - Each firm should recommend its own line of electron microscopes and the model that fits the requirements. Additional features and functionality above the minimum requirements above should be included in your discussion of the product.
    - The microscope will require continued support after the initial warranty period and it is desired that the same manufacturer provide the annual maintenance and support.
    - The room will be accessible between the hours of 5:00 p.m. – 9:00 p.m. for installation and training, however, there may be other times when the room is available.
B. INSURANCE

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

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

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

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

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

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

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

   e. NAMED ADDITIONAL INSURED - The University of Maryland Baltimore County and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverage except Workers Compensation, and the certificates of insurance (or the certified policies, if requested), must so indicate through inclusion of appropriate endorsement. Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.
f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.

g. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland Baltimore County or participation institutions from supervising or inspecting the operations of the contractors as the end result.

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

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

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

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

2. The Contractor shall purchase the following insurance coverage:

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

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

ii. Premises/Operations:

iii. Actions of Independent Contractors:

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

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

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

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

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

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

a. Commercial General Liability Insurance including all extensions -
   - $2,000,000 each occurrence;
   - $2,000,000 personal injury;
   - $2,000,000 products liability;
   - $3,000,000 general aggregate

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

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

4. **Tort-Claim Act** - It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.

**NOTE:** If insurance required in terms 2.iv and v above has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:

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

or

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

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

d) No "sunset" clauses shall apply.

5. **Additional information:**

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

A CERTIFICATION LETTER FROM THE INSURER (RATHER THAN THE AGENT) THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT SHOULD BE PROVIDED WITH THE TECHNICAL PROPOSAL.

END OF SECTION III
FIELD EMISSION SCANNING ELECTRON MICROSCOPE
RFP# BC-20898-P

SECTION IV: EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

All vendors’ proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation and Selection Committee to review and rate the proposals. The Committee shall be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Committee may request additional technical assistance from any source.

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a vendor’s proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

C. EVALUATION OF PROPOSALS

1. Technical Evaluation: Technical Proposals will be evaluated by the University’s Evaluation and Selection Committee before Price Proposals are opened. Those Technical Proposals not achieving at least 75% of the technical points available for Technical Phase will not continue or advance further in the procurement process. Proposer’s whose technical proposal achieves the required, minimum technical score of 75% or better of the available technical points will continue in the procurement process.

Technical scoring will be based upon information provided in response to the desirable items in this RFP.

Upon completion of the technical evaluation, all proposers will be notified as to the results of the technical evaluation of its firm’s technical proposal.

2. Price Proposal Phase:

Only those proposers that achieve a minimum of 75% or better of the technical points will have their Price Proposal opened. One (1) original and two (2) copies (for a total of 3) of the Price Proposal are to be provided, in a separate sealed envelope along with the Technical Proposal which is due on Thursday, November 21, 2013 by 2:00 p.m. to the Issuing Office.
The Price Proposal is to be submitted in a sealed envelope. The envelope shall have the Proposer's name, the project name and the project number prominently displayed, together with the words "PRICE PROPOSAL". The Price Proposal Form with signature page, is found in Appendix B of the RFP.

The Price Proposal shall be filled out completely in ink or typed on the Price Proposal Form. Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.

The University may elect to request Best & Final Price Proposal(s).

D. **MINIMUM TECHNICAL SCORE**

Vendors must achieve a minimum technical score of 75% of the total points available for the technical evaluation in order to be considered for further evaluation. Vendors not achieving this minimum technical score will not be considered for the award.

E. **FINANCIAL EVALUATION**

The separate price volume of each qualified proposal will be evaluated following the completion of the technical evaluation. Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the best total price to the University.

The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

F. **FINAL RANKING AND SELECTION**

The resulting scores from the technical and price evaluation of proposals will be used as a guide in determining the successful proposer(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will be given a greater weight than cost in the final ranking.

G. **CRITERIA FOR TECHNICAL EVALUATION**

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below in order from most important to least. Each committee member will score the proposals on each major criterion.
TECHNICAL PROPOSAL

Evaluation Criteria:

1. Statement of Approach
2. Firm Experience/References
3. Key Personnel/References
4. Company Profile

END OF SECTION IV
FIELD EMISSION SCANNING ELECTRON MICROSCOPE  
RFP# BC-20898-P

SECTION V:  
INFORMATION REQUIRED IN VENDOR PROPOSALS

A. TRANSMITTAL LETTER

A transmittal letter prepared on the vendor’s business stationery should accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief, and contain contact information. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial offers, contained in the proposal.

B. TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the Price Proposals are reviewed by the Committee. The Technical Proposal and the Price Proposal must be submitted as two separate volumes as indicated. Failure to do so may constitute disqualification of a vendor’s proposal.

C. VOLUME I – TECHNICAL PROPOSAL

This volume should be prepared in a clear and precise manner. It should address all appropriate points of this RFP except financial information. This volume consists of and must contain the following sections:

1. Transmittal Letter  
2. Statement of Approach  
3. Firm Experience /References  
4. Key Personnel /References  
5. Company Profile  
6. Bid/Proposal Affidavit  
7. Acknowledgement of Receipt of Addenda (if any)

Items #1, #2, #3, and #4 listed below are considered “Desirable” (D) for purposes of evaluation.

1. Statement of Approach

Provide a detailed narrative on how your firm would approach this contract. Please include the following in your discussion, incorporating the minimum requirements identified in Section IIIA above. Your narrative should be sufficient to allow UMBC to gauge your firm’s experience and knowledge in implementing and delivering a complete microscope project.
1.1 What brand and model microscope would you recommend? Provide details on the features, functionality and benefits to the University on using this product over similar models.

1.2 Implementation Plan – Provide a detailed outline of the tasks and the timeline needed from the award of the contract to the fully delivered project.

1.2 Technical Support – Identify the methods, hours and plans for technical support to the campus.

1.3 Training – Describe the training plan that will be offered.

1.4 Warranty Period – What is the warranty period, terms and coverage on the microscope model that you recommend in 1.1 above.

1.5 Annual Maintenance – Describe the annual maintenance services that would be provided on the microscope. This should include services outside of any maintenance included within the warranty period DO NOT INCLUDE ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.

2. (D) Firm Experience:

2.1 Complete a "Firm Experience Form" (found in Appendix A) for three (3) projects where these services have been performed within the last three (3) years; and provide the dollar value of each contract. At least one (1) of the three projects should be in a higher academic environment. All are to be similar in size, scope and complexity to The University of Maryland Baltimore County. List the following on each:

- Name and address of project/contract location;
- Number of years the services/contract has been in place;
- Owner's name, address, telephone and contact person;
- Brief description of the scope of the contract and the services performed by your firm;
- Name(s) of the Account Representative within your organization who manages the contract.

2.2 References: Provide at least three (3) references (preferably those from the experience list above in 2.1) of locations where these services have been performed within the last three (3) years. Provide contact name, address, telephone number and account name and location for each reference. It is imperative that accurate contact names and phone numbers be given for the contracts listed. All references should include a contact person who can comment on the firm's ability to handle a contract of this type.

The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. Such references will be held in the strictest confidence.
3.  **Key Personnel:**

3.1 Complete the **Key Personnel Form** for the person(s) that will serve as the **Contract /Account Representative** to be assigned under this contract, if awarded. The Key Personnel Form includes the following information:

- Educational background;
- Work experience with the proposing firm inclusive of duration (by dates) of employment and position (s) held;
- Work experience with prior employers, durations (by dates) of employment and position (s) held;
- Specific project/work experience which is similar to the work to be done under this contract (preferably some of the projects listed in #2.1 above) and the role this person played in each selected project with higher consideration to be given if the role is the same as to be assigned on the UMBC contract. A minimum of three (3) projects are to be listed for each person. A brief description of the project/work performed should be given.

The **Contract/Account Representative** will be the single point of contact at the Proposing firm for all communication regarding scheduling, work performance, invoicing and payment, etc. This person will be responsible for the overall management of the Contractor’s team assigned to the UMBC contract, and must be a direct employee of the firm.

3.2 **Key Personnel References:** In the space provided on the Key Personnel Form, provide three (3) project references on each person that would serve as the Contract/Account Representative inclusive of contact person, phone number and name of applicable project.

The University reserves the right to check other sources available including itself if not provided as a reference by the Contractor. Such references will be held in strictest confidence by the University.

Please ensure that the information is accurate and that the reference named can speak to the individual's performance in the role to be assigned on this contract.
Note - Personnel Commitment: By submitting the names for consideration under this Key Personnel Section, the Proposer is committing these people (Contract/Account Representative) to UMBC for this contract’s duration if awarded the project. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMBC's Procurement Office.

4. **(D) Company Profile:**

The Proposer should complete the Company Profile Form (found in Appendix A) and include a history of the company, management structure, years in business, sales volume the resources available to the University for this contract.

5. **Completed Bid/Proposal Affidavit with Addendum** (found in Appendix A).

6. **Acknowledgement of Receipt of Addenda Form:** (found in Appendix A) In the event addenda to the solicitation documents are issued prior to the due date and time for proposals, this form is to be completed and enclosed with the Technical Proposal.

Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the proposals, which are deemed immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

If company literature or other publications are included and intended to respond to an RFP requirement, the response in this volume should include reference to the document name and page.

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

**D. VOLUME II – PRICE PROPOSAL**

This volume must be submitted in a sealed envelope and shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL". It must contain the following:

1. **Price Proposal Form:** Complete the Price Proposal Form (found in Appendix B). The Price Proposal shall be filled out completely in ink or typed. Any erasures and/or alterations to the Proposer's pricing shall be
initialied in ink by the signer. Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.

2. **Price Proposal Due Date/Time**: The due date and time for the Price Proposal is Thursday, November 21, 2013 by 2:00 p.m. The Price Proposals will be opened privately.

E. **SUBMISSION**

Vendors must submit the required number of copies of his/her proposal by the closing time and date specified in Section I, Item E of the RFP.

END OF SECTION V
VI. APPENDICES

APPENDIX A – TECHNICAL PROPOSAL FORMS

APPENDIX B – PRICE PROPOSAL FORM

APPENDIX C – CONTRACT FORMS
APPENDIX A

TECHNICAL PROPOSAL FORMS

TECHNICAL FORMS

Firm Experience Form/References
Key Personnel Form/References
Company Profile
Acknowledgement of Receipt of Addenda Form
Bid Proposal Affidavit
**APPENDIX A**
FIELD EMISSION SCANNING ELECTRON MICROSCOPE  
RFP # BC-20898-P

**FIRM EXPERIENCE FORM:** Complete for three (3) similar/relevant contracts  
(At least 1 must be in a higher education environment)  
Page 1 of 1

<table>
<thead>
<tr>
<th>PROPOSER’S NAME:</th>
<th>______________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLIENT’S NAME:</td>
<td>________________________</td>
</tr>
<tr>
<td></td>
<td>CLIENT’S ADDRESS: ____________________</td>
</tr>
<tr>
<td></td>
<td>CITY, STATE, ZIP: ____________________</td>
</tr>
<tr>
<td>CLIENT CONTACT PERSON AND TITLE:</td>
<td>______________________________________</td>
</tr>
<tr>
<td>TELEPHONE NUMBER:</td>
<td>________________________</td>
</tr>
<tr>
<td>EMAIL ADDRESS:</td>
<td>____________________________________</td>
</tr>
</tbody>
</table>

**TYPE OF CONTRACT:** (Check all that apply)
- Research Environment
- Academic / Higher Education
- Medical/Hospital
- Government
- Other: (describe) ______________________________________

**PROJECT/CONTRACT TITLE:** ______________________________________

**LOCATION OF PROJECT/CONTRACT** (if different than client’s address above):

**PROJECT/CONTRACT DOLLAR SIZE:** $___________________

**PROJECT/CONTRACT TERM:** FROM: _________________ TO: ________________________

**% OF THIS WORK PERFORMED DIRECTLY BY THE PROPOSER**

**% OF THIS WORK PERFORMED BY SUBCONTRACTOR(S); LIST WORK AND SUBCONTRACTOR’S NAME:**

<table>
<thead>
<tr>
<th>Subcontractor’s Name</th>
<th>Work Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NAME OF PROPOSING FIRM’S CONTRACT/ACCOUNT REPRESENTATIVE WHO MANAGES THIS CONTRACT:**

_______________________________________

Provide a brief, but detailed description of this project/contract in sufficient detail, listing the similarities to the requirements for the Field Emission Scanning Electron Microscope for UMBC.

_______________________________________

_______________________________________

_______________________________________

_______________________________________

END OF FORM
1. **PERSON'S NAME:** _____________________________________________

2. **EDUCATIONAL BACKGROUND** (Include all high schools, colleges and trades):

<table>
<thead>
<tr>
<th>Institution</th>
<th>Education</th>
<th>Certificate/Degrees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **EMPLOYMENT HISTORY**: (*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

3.1 **CURRENT EMPLOYER'S NAME:** ____________________________________

DATES OF EMPLOYMENT: FROM: ___________ TO: ___________

POSITION HELD DURATION BY DATE

_________________________________ ________________

_________________________________ ________________

3.2 **PRIOR EMPLOYER'S NAME:** ____________________________________

DATES OF EMPLOYMENT: FROM: ___________ TO: ___________

POSITION HELD DURATION BY DATE

_________________________________ ________________

_________________________________ ________________

3.3 **PRIOR EMPLOYER'S NAME:** ____________________________________

DATES OF EMPLOYMENT: FROM: ___________ TO: ___________

POSITION HELD DURATION BY DATE

_________________________________ ________________

_________________________________ ________________
4. **ROLE:** Describe the role/responsibilities of this person on the UMBC project, including services to be provided directly and services to be supervised as provided by others.

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

5. **SIMILAR PROJECT EXPERIENCE/REFERENCES:** (Note: It is preferable that these references be from the Firm Experience provided as an attachment to this "Key Personnel Form"; if this is the case, you need only indicate "see attached" under the Description of Contract item.)

5.1 **CONTACT PERSON:** _________________________  **TELEPHONE #:** _________________________

**COMPANY NAME:** _______________________________________________

**PROJECT/CONTRACT NAME**  

DOLLAR VALUE  Duration: Months/Years?

$______________  __________

**DESCRIPTION OF CONTRACT/SERVICES PROVIDED:** _________________________

____________________________________________________________________________

5.2 **CONTACT PERSON:** _________________________  **TELEPHONE #:** _________________________

**COMPANY NAME:** _______________________________________________

**PROJECT/CONTRACT NAME**  

DOLLAR VALUE  Duration: Months/Years?

$______________  __________

**DESCRIPTION OF CONTRACT/SERVICES PROVIDED:** _________________________

____________________________________________________________________________

5.3 **CONTACT PERSON:** _________________________  **TELEPHONE #:** _________________________

**COMPANY NAME:** _______________________________________________

**PROJECT/CONTRACT NAME**  

DOLLAR VALUE  Duration: Months/Years?

$______________  __________

**DESCRIPTION OF CONTRACT/SERVICES PROVIDED:** _________________________

____________________________________________________________________________

**NOTE:** If a Proposer finds the space provided to be insufficient, he/she can attach additional pages to this form as he/she finds appropriate and just indicate on the this form to see "attached pages".
APPENDIX A
FIELD EMISSION SCANNING ELECTRON MICROSCOPE
RFP#BC-20898-P

COMPANY PROFILE FORM
Page 1 of 2

PROPOSER’S NAME: ____________________________________________________________

PROPOSER’S MAILING ADDRESS: ________________________________________________
______________________________________________________________________________

PROPOSER’S COMPANY TELEPHONE: ________________________ FAX: ________________

WEBSITE ADDRESS: __________________________________________________________

DATE OF INCORPORATION: ______________ STATE OF INCORPORATION: __________

# OF YEARS IN BUSINESS: ______________ TOTAL NUMBER OF EMPLOYEES: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:
______________________________________________________________________________

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

LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC (If different than above)
AND LIST THE NUMBER OF EMPLOYEES AND THEIR ROLES:
______________________________________________________________________________

Example: ___________ Engineers ___________ ___________ _____________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

ANNUAL SALES:
PROVIDE A NARRATIVE DESCRIBING WHO YOU ARE, THE TYPE(S) OF PRODUCTS AND SERVICES YOUR COMPANY PROVIDES, THE COMPANY HISTORY, THE BENEFITS TO UMBC OF USING YOUR COMPANY FOR THIS PROJECT, ETC. (If preferred, an attachment can be provided here—2 page limit).

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
OTHER COMMENTS/ADDITIONAL INFORMATION:
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. AFFIRMATION REGARDING BRIBERY CONDITIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies (as is defined in Section 16-101 (f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business) (use attachments as necessary):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:
   (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961 et seq., or the Mail Fraud Act, 18 U.S.C. 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, SS 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the SS11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) - (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification) (use attachments as necessary):

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or 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 proposer or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or 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, SS 14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall, file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

(f) Establish drug and alcohol abuse awareness program to inform its employees about:
   (i) The dangers of drug and alcohol abuse in the workplace;
   (ii) The business' policy of maintaining a drug and alcohol free workplace;
   (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

(h) Notify its employees in the statement required by J (2) (b), above, that as a condition of continued employment on the contract, the employee shall:
   (i) Abide by the terms of the statement; and
   (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;

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

(j) Within 30 days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of conviction, impose either of the following sanctions or remedial measures on an employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
   (i) Take appropriate personnel action against an employee, up to and including termination; or
   (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of J (2) (a) - (j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in J (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:
   (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
   (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.11 or 21.07.03.15, as applicable; and
   (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.

(2) The business named above is a ________ sole proprietorship, ________ partnership, or ________ corporation formed under the laws of the State of _________. [For entities not formed under the laws of Maryland,] I further affirm that the business named above is registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its current resident agent is filed with the State Department of Assessments and Taxation as:

Name: ____________________________

Address: ____________________________

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

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

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

Date: _______________________________ EIN or SS#: _______________________________

By: ____________________________________________________________

(Solicitation #: RFP#BC-20898-P)

12.0021 (Rev. 11/05)

END OF FORM
RFP NUMBER: RFP#BC-20898-P

TECHNICAL & PRICE PROPOSALS DUE DATE: THURSDAY, NOVEMBER 21, 2013 AT 2:00 P.M.

RFP FOR: FIELD EMISSION SCANNING ELECTRON MICROSCOPE

NAME OF PROPOSER: _____________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. ____ dated _________
Addendum No. ____ dated _________
Addendum No. ____ dated _________
Addendum No. ____ dated _________
Addendum No. ____ dated _________

As stated in the solicitation documents, this form is to be included in your Technical Proposal.

_____________________________________________________________________
Signature

_____________________________________________________________________
Printed Name

_____________________________________________________________________
Title

_____________________________________________________________________
Date

END OF FORM

END OF APPENDIX-A
Price Proposal Form
RFP NO.: BC-20898-P

PRICE PROPOSAL
DUE DATE: THURSDAY, NOVEMBER 21, 2013 by 2:00 P.M.

RFP FOR: FIELD EMISSION SCANNING ELECTRON MICROSCOPE

PROPOSER: ________________________________________________

Federal Identification Number/Social Security Number: ________________________________

PRICE PROPOSAL FORM

DATE_______________

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

Dear Ms. Pertee:

The undersigned hereby submits the Price Proposal as set forth in RFP# BC-20898-P dated 10/29/13 and the following subsequent addenda:

Addendum ____ Dated_______
Addendum ____ Dated_______
Addendum ____ Dated_______

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in 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.

Provide the following pricing information for the Field Emission Scanning Electron Microscope.
## APPENDIX B:
### FIELD EMISSION SCANNING ELECTRON MICROSCOPE

**PRICE PROPOSAL FORM**

**PROPOSER:** ______________________________________________________________

<table>
<thead>
<tr>
<th></th>
<th>Unit Cost</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Microscope</strong></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Brand</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping/Delivery</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

### Installation

<table>
<thead>
<tr>
<th>Hourly Labor Rate</th>
<th>Number of Hours</th>
<th>Role/Job title</th>
<th>Unit Cost</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Installation</strong></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Training          | $       | $        |
| Other: Identify   | $       | $        |

**TOTAL PROJECT COST** $
Estimated delivery date after contract award: __________________________

Annual Maintenance: Per the description in the RFP Section, what is the estimated annual maintenance cost. (Do not add this cost into your total project cost above. This is a separate annual cost to UMBC, outside of the warranty). If the maintenance cost varies by year, please indicate below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>$__________</td>
</tr>
<tr>
<td>#2</td>
<td>$__________</td>
</tr>
<tr>
<td>#3</td>
<td>$__________</td>
</tr>
<tr>
<td>#4</td>
<td>$__________</td>
</tr>
<tr>
<td>#5</td>
<td>$__________</td>
</tr>
</tbody>
</table>

Explanation: ___________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

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

We understand that the Bid/Proposal Affidavit submitted as part of the original technical offer remains in effect.

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

(Signatures on the following page)
APPENDIX B:
FIELD EMISSION SCANNING ELECTRON MICROSCOPE

PRICE PROPOSAL FORM
Page 4

______________________________________________
Proposer (Company Name)

______________________________________________
Authorized Signature

______________________________________________
Print Name

______________________________________________
Title

END OF PRICE PROPOSAL FORM
APPENDIX C

CONTRACT FORMS

The following Contract Forms are for example only and are not to be included in the Technical or Price Proposals.

Contract
Contract Affidavit
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND
By this Contract, made as of the day of __________, 2013, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland (“University”), 1000 Hilltop Circle, Baltimore, Maryland 21250, and (“Contractor”), ____________________________, for ( ), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on ______ and terminate on __________.

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

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

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

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

6. **RESPONSIBILITY OF CONTRACTOR:**
   A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
   B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.
7. **DISSEMINATION OF INFORMATION:**
   A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
   B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.

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

9. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**
   A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
   B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys’ fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.
   C. If any products furnished by Contractor become, or in Contractor’s opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item’s specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

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

11. **NON-DISCRIMINATION IN EMPLOYMENT:** During the performance of this contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran’s status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran’s status, genetic information, and/or physical or mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a
notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the University of Maryland Baltimore County (UMBC); and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.

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

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

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

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

16. **INTELLECTUAL PROPERTY**: Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

17. **SOFTWARE CONTRACTS**: [Delete if not applicable and insert “N/A”] As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act (“UCITA”), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Contractor 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 Contractor.
18. **EPA COMPLIANCE**: Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.

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

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

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

22. **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.
23. **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.

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

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.
31. **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.

32. **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.

33. **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.

34. **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.

35. **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.
36. **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.

37. **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.

38. **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 expresses 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.

39. **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.

40. **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.

41. **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.

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

43. **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.

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

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

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

47. **ENTIRE AGREEMENT:**
   A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
   B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.
   C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
   D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
   E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken
together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

(Signatures to be placed on the following page)

(Revised 02/18/13)
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor:

_______________________________
Witness

BY: ____________________________
Signature

_______________________________
Typed/Printed Name

_______________________________
Title

_______________________________
Date

_______________________________
Telephone Number

University of Maryland Baltimore County

_______________________________
Witness

BY: ____________________________
Signature

_______________________________
Typed/Printed Name

_______________________________
Title

_______________________________
Date

_______________________________
Telephone Number
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _______________________________________________________________________ ______________________

Address: _____________________________________________________________________

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT to the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated __________, 2013, 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 2013

END OF RFP DOCUMENT