SOLICITATION FOR A COLUMBUS CENTER FACILITIES ASSESSMENT CONSULTANT

FOR THE
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

RFP #BC-20869-K

ISSUED: 03/05/13

PRE-PROPOSAL MEETING:
Monday, 03/11/13, 2:00 P.M.
Department of Marine Biotechnology
Columbus Center
701 East Pratt Street (meet in lobby)
Baltimore, MD 21202

TECHNICAL PROPOSAL DUE DATE:
Wednesday, 04/03/13, on or before 4:00 P.M.
via e-mail to jkenny@umbc.edu (separate file)

DISCUSSION SESSIONS:
Monday, 04/22/13, 8:30-11:30 A.M.
(Note: Proposers are asked to set this date/time frame aside to avoid any conflicts)

PRICE PROPOSAL DUE DATE:
Monday, 04/29/13, on or before 12:00 P.M. (noon)
via e-mail to jkenny@umbc.edu (separate file)

PROCUREMENT/ISSUING OFFICE:
UMBC Office of Procurement Services
University of Maryland, Baltimore County
1000 Hilltop Circle, Administration Building, Room 310
Baltimore, MD 21250

All questions are to be submitted solely to John Kenny, Contract Administrator for UMBC Procurement at jkenny@umbc.edu; and must be submitted by 3:00 p.m. on Thursday, 03/21/13.
PROJECT NAME: Columbus Center Facilities Assessment Consultant.

1. PROJECT SCOPE:

1.1 Purpose. The University of Maryland, Baltimore County (“University”, “UMBC”, or “Columbus Center”) is soliciting proposals for an experienced facilities consultant for a Building Condition Assessment of the Columbus Center Building. This assessment will be used to identify UMBC’s facilities renewal needs for this building.

1.2 UMBC Background. The University of Maryland, Baltimore County (UMBC), one of the 11 degree-granting institutions of the University System of Maryland, is a public research university, emphasizing graduate programs in the sciences, engineering, public policy, and human services, and building on a strong undergraduate liberal arts and sciences core.

UMBC stands out among the nation’s research universities because of our emphasis on undergraduate education, reflecting our tradition of linking research and teaching, coupled with our bold vision and entrepreneurial spirit. Public investment has generated a high return for the State, and we are determined to continue attracting and educating growing numbers of students who will enter Maryland’s workforce and reflect the diversity of our State.

UMBC has recently received a wide range of recognitions including the following:

- For the third year in a row, UMBC tops the U.S. News ranking of national universities everyone should be watching—a designation recognizing that we consistently find new ways to improve students’ educational experiences.
- U.S. News also ranks UMBC fourth on the list of top national universities “where the faculty has an unusual commitment to undergraduate teaching.” UMBC is tied with Yale University and ranks just ahead of Brown and Stanford universities.
- In November 2011, UMBC was included on a segment on “60 Minutes” which highlighted Dr. Freeman Hrabowski, UMBC’s President, and the success of its Meyerhof Scholars Program.
- UMBC is ranked as one of the “Best Values in Public Colleges in 2012” by Kiplinger.

UMBC currently enrolls approximately 13,199 students (including 10,573 undergraduates and 2,626 graduate students) and employs approximately 1,186 full-time staff and 475 full time and 291 part-time faculty. UMBC is located on 500 acres, 15 minutes from Baltimore’s Inner Harbor and 30 minutes from Washington D.C. BWI Airport is 5 minutes away as are AMTRAK and light rail stations.

UMBC offers 42 majors, 41 minors and 17 certificate programs spanning the arts, engineering and information technology, humanities, sciences, pre-professional studies and social sciences in the undergraduate programs. The UMBC Graduate School offers 37 master’s degree programs, 24 doctoral degree programs and 21 graduate certificate programs in a host of fields. UMBC is accredited by the Middle States Commission on Higher Education; the Accrediting Board for Engineering Technology; and the National Council for Accreditation of Teacher Education.
More than 400 student-athletes compete in 19 NCAA Division I sports. The UMBC Retrievers participate in the America East Conference. Facilities include a 4,500 seat stadium and track and field complex, the 4,000 seat Retriever Activities Center (RAC), an indoor and outdoor aquatics center, tennis courts, a soccer stadium, baseball and softball fields and practice fields.

UMBC is a member of the University System of Maryland (USM).

1.3 Background: The Columbus Center was completed in the spring of 1995. This five story plus mechanical penthouse building was designed, constructed and operated by a private development company prior to the transfer of building ownership to the State of Maryland in 1999. The building is currently occupied by researchers and staff of four University of Maryland Institutions: the University of Maryland Center for Environmental Science (UMCES); the University of Maryland Baltimore County (UMBC); the University of Maryland Baltimore (UMB); and Towson University’s Center for STEM Excellence providing outreach and education programs to Maryland’s K-12 schools; UMBC’s Institute of Fluorescence; and the Hall which is currently unoccupied and used infrequently for large events.

2. Scope of Services

A. The Consultant is required to conduct an engineering evaluation and condition assessment of the building using a systematic process to evaluate the remaining life expectancy, condition, and functionality of all building components (*with the exception of the tent roof over the exhibition hall). The Consultant’s evaluation and condition assessment will factor in compliance with the relevant applicable codes. The Consultant will provide a comprehensive list of deficiencies and building assessment to form the basis of development of a scope of work to be addressed in a future major building renovation project. The systems should be evaluated individually and the results enable a data driven understanding of building condition, system replacement timing and capital expenditure needs over a given period of time. The Consultant shall provide cost estimates for system replacement, upgrade, and/or renewal for each identified deficiency.

B. The process must begin with a meeting between the consultant and members of the Columbus Center’s Facilities Management team. Participants will have an opportunity to collaborate and clarify the goals of the project.
C. The Consultant needs to focus on the following elements:
   • Exterior Systems – roofs*, walls, window systems, and doors
   • Interior Construction – walls, doors, flooring, and visible structural components
   • Interior Finishes – flooring, ceilings, and wall finishes
   • Life Safety Systems
   • Heating, Ventilation and Air Conditioning Systems
   • Plumbing Systems
   • Electric Supply and Service Distribution Systems
   • Fire Suppression Systems
   • Telecommunications, Special Electrical and Emergency Power Systems
   • Vertical Transportation Systems
   • Compliance to American Disabilities Act (ADA) 2010 Standards
   • Building Energy Conservation Measures

* With the exception of the tent roof over the exhibition hall.

The following standards should form the minimum basis for assessing the condition of the buildings: The assessments will include a generalized visual inspection and observation of the subject facilities, review of available building plans and records, and interviews with facilities staff. The Consultant is not required to physically observe inaccessible areas or conduct testing of any nature (either destructive or non-destructive). However, detailed structural, electrical and mechanical evaluations of the building are required.

D. The Consultant will organize findings per ASTM Uniformat II Classification for Building Elements.

E. The Consultant will provide system records consisting of a general description of the system, the date installed, actual or estimated age, expected lifetime, years remaining in lifetime, system quality or capacity, replacement cost and renewal cost.

F. The system replacement costs shall be summed to calculate the building’s Facility Condition Index (FCI).

G. The Consultant will develop recommendations on how to phase the renovation in terms of systems functionality.
2.1 Additional Requirements:

The Consultant is to comply with all UMBC guidelines under the direction and review of the UMBC Project Manager listed above. The primary point of delivery for all correspondence, requests for payment, contract documents, etc. is the UMBC Project Manager, unless otherwise directed.

**Recommendations on systems upgrades/renovations** shall comply with current codes and any other standards provided by the Project Manager.

Manager. The Consultant will provide each submission in an electronic format to minimize the requirement for printing.

The cost of printing, travel to project site if over 60 miles, and courier services, if applicable, shall be included in the fee proposal as not-to-exceed reimbursable. Parking will be provided by UMBC for the consultant when at the Columbus Center. All other expenses such as meals and phone service are not eligible as reimbursable costs.

A program initiation meeting will be held to introduce the Consultant to the primary stakeholders, review requirements, project scope, and discuss procedures (e.g. parking, key and building access, etc.). Other meetings will be held at a specific schedule as agreed upon.

The Consultant shall provide a fee proposal for this scope of work. The proposal shall include a breakdown by the category of task and hours with rates for each. The fee proposal must identify as a line item the cost of cost estimating.

2.2 Additional Resources: To be provided to the selected firm.

- Building Floor Plans
- Building Construction Drawings
- Renovation Drawings

3. Proposed Consultant Schedule:

- May 8, 2013 Project Kick-Off
- May 2013 Surveying of Building and Data Collection
- June 2013 Draft Document Preparation and Review
- June 28, 2013 Document Submittal
3.1 PROCUREMENT SCHEDULE:

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<tr>
<th>Day/Date</th>
<th>Time</th>
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<tr>
<td>Monday, 03/11/13</td>
<td></td>
<td>Pre-proposal meeting and site visit</td>
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<tr>
<td>Thursday, 03/21/13</td>
<td>3:00 p.m. EST</td>
<td>All questions to be submitted by this date.</td>
</tr>
<tr>
<td>Wednesday, 04/03/13</td>
<td>On or before 4:00 p.m.</td>
<td>Due date for technical proposal to be submitted via e-mail to <a href="mailto:jkenny@umbc.edu">jkenny@umbc.edu</a></td>
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<tr>
<td>Monday, 04/22/13</td>
<td>8:30 a.m. – 12:30 p.m.</td>
<td>Time set aside for discussion sessions; all proposers are to set this time aside to avoid any conflicts. The discussion sessions will be about 1 hour each with the specific schedule confirmed with each proposer on or about 4/18/12.</td>
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<tr>
<td>Monday, 04/29/13</td>
<td>On or before 04:00 p.m.</td>
<td>Due date for price proposal to be submitted via e-mail to <a href="mailto:jkenny@umbc.edu">jkenny@umbc.edu</a></td>
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<td>On or about Friday, 5/3/13</td>
<td>N/A</td>
<td>Anticipated Award Date</td>
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<td>Monday, 5/8/13</td>
<td>TBD</td>
<td>Kick-off meeting</td>
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<tr>
<td>Friday, 6/28/13</td>
<td>On or before 12:00 p.m. (noon)</td>
<td>Completion date for all deliverables</td>
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4. SOLICITATION RESPONSE REQUIREMENTS:

The following documentation must be provided in the response with the technical information to be provided separately from the price information as there are two (2) separate due dates for these as noted above:

4.1 Technical Information:

4.1.1 Key Personnel:

- Complete the Key Personnel form (found in Attachment A) on the proposing firm’s Principal Consultant who will be assigned to this engagement. The University defines “Principal Consultant” to be UMBC’s point of contact as well as the person who will be directly providing the consulting services for this work. The Consultant must have consulting experience specifically in university facilities (both self-operation and contract management).

If more than one consultant is proposed by your firm to provide the required professional services for the project, the Proposer shall complete a Key Personnel Form on each proposed project resource.

Note - Personnel Commitment: By submitting the names for consideration under this Key Personnel Section, the Proposer is committing these people to University for this project’s duration if awarded the project. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by University’s Procurement Office.
- References: In the space provided on this form, information on three (3) references is to be included on the Key Personnel form (found in Attachment A):

**Reference Notes:**

- Such references are to be from different engagements; that is, only one reference per engagement is allowed.
- The University reserves the right to verify all information given if it so chooses, as well as to check any other sources available.
- Please be sure that accurate information is provided and that the contact person is capable of speaking to a firm’s and/or key person’s capability in performing the services required. References will be held in the strictest of confidence.

4.1.2 **Narrative:** Provide a narrative providing your approach to the requested services inclusive of what firm(s) and positions will be on your team.

4.1.3 **Company Profile:** Complete the Company Profile form (found in Attachment A). In the space provided on the form for your firm’s brief history, the following information is to be included:

- What initiated the establishment of your firm;
- How the firm has grown to the present day;
- The number of years that the firm has been specifically providing consulting services for university facilities; and,
- Describe your firm’s specific, unique and/or special characteristics associated with the UMBC engagement.

4.1.4 **Bid/Proposal Affidavit:** Complete this affidavit (found in Attachment A) and submit it with your firm’s technical proposal.

4.1.5 **Acknowledgement of Receipt of Addendum:** If addendum are issued prior to the due date for the technical proposal, please complete this form and submit it you’re your firm’s technical proposal. This form is provided in Attachment A.

4.2 **Price Proposal:**

Proposers are to complete the Price Proposal form (found in Attachment B). Proposers are requested to provide the following pricing information based on a start date of May 8, 2013 and a completion date of June 28, 2013:

- A lump sum, fixed price proposal for the provision of the requested services with a breakdown (by category of task) number of labor hours and quoted fee; and,
- A not-to-exceed amount for allowable reimbursable expenses which are limited to: (i) printing, (ii) travel costs beyond 60 miles one way to UMBC, and (iii) courier services. Note: The University will reimburse the consultant based on actual costs only with no mark-up of any type by the awarded firm. The awarded firm will be required to provide copies of actual documentation to substantiate reimbursement for these costs.
- Hourly rates for the consultant.

5. SUBMISSION AND EVALUATION OF THE RESPONSES:

5.1 Technical Proposals: Technical proposal responses are to be submitted by Wednesday, 04/03/13, on or before 4:00 p.m. EST. Responses are to be submitted electronically via e-mail to:

John Kenny, Contract Administrator
jkenny@umbc.edu
Phone: 410-455-3945
Fax: 410-455-1009

Responses must be submitted by an individual of the firm who can bind the firm to all contents of the response.

5.2 Price Proposals: Price proposals are to be submitted by firms who remain short listed after the second phase technical evaluation by Monday, 04/29/13, on or before 12:00 p.m. (noon) EST via e-mail to jkenny@umbc.edu.

5.3 Evaluation: Responses will be evaluated for technical merit as well as price. Responses will be evaluated for the firm who provides the most advantageous proposal to the UMBC considering qualifications of the Principal Consultant(s) and, if applicable, other potential assigned staff, firm experience, narrative demonstrating/describing current university facility industry knowledge, and company profile, and price.

As part of the evaluation, the University will be conducting discussion sessions with short-listed firms. The University has set aside Monday, 04/22/13, between 8:30 – 11:30 a.m. EST for these discussion sessions. Proposers are to set this date/time aside to avoid a conflict. The University will conduct a second phase evaluation following these sessions.

The technical aspects of the response will weigh greater than the price; that is, a firm’s response evaluated to be more technically responsive even though it has a higher associated price, may be awarded the contract. The decision as to the “most advantageous’ is solely at the University’s discretion.

Further information may be requested by the University during the evaluation process.

UMBC reserves the right to take the following action without liability:

- Cancel this solicitation prior to an award;
- Reject in whole or in part, any and all proposals;
- Negotiate with only one firm or multiple firms; and/or
6. **PROJECT MANAGEMENT**

UMBC’s Columbus Center Director of Facilities, Mike Yates, will be overseeing the work of this consultant.

Contact Information: 410-385-6635
yates@umbc.edu

7. **RESULTING CONTRACT AND WORK PRODUCT:** A University contract will be issued to the selected firm. This contract is provided in Attachment C. In responding to this Solicitation, proposers are accepting that they will agree to execute the attached Consulting Agreement including mandatory Terms and Conditions for contract award. The resulting contract shall be a fixed fee for the required services with the only reimbursable items as noted above. All work product and documentation shall be regarded as a work for hire and is the property of the University of Maryland, Baltimore County and may not be copied or reproduced without its expressed written permission.

Attachments:

- Attachment A: Key Personnel Form, Firm Experience Form, Company Profile Form, Bid/Proposal Affidavit Form and Acknowledgement of Receipt of Addendum
- Attachment B: Price Proposal Form (will be issued by Addendum)
- Attachment C: UMBC Consulting Agreement, Contract Affidavit and UMBC Solicitation Terms and Conditions

**END OF SOLICITATION DOCUMENTS FOR FACILITIES ASSESSMENT CONSULTANT SERVICES FOR THE COLUMBUS CENTER**

**Solicitation #BC-20869-K**
Note: A separate form is to be completed for each person who will be assigned to this engagement if the proposing firm is selected.

Proposing Firm: ________________________________

1. PERSON'S NAME: ___________________________________________

2. POSITION TO BE ASSIGNED: (Check all that apply)
   _____ Principal Consultant (as defined in the solicitation documents)
   _____ Other (if any): _______________________________________
   _____ Other (if any): _______________________________________

3. EDUCATIONAL BACKGROUND:

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<th>Institution</th>
<th>Degree/Diploma/Certificate</th>
<th>Major (if any) and Date of Degree or Diploma</th>
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4. 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.)

4.1 CURRENT EMPLOYER'S NAME: ______________________________________

DATES OF EMPLOYMENT: ______________________________________

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SOLICITATION FOR FACILITIES ASSESSMENT CONSULTANT  
RFP – BC-20869-K

KEY PERSONNEL FORM – Page 2 of 4

Proposing Firm: ________________________________________________

4.2 PRIOR EMPLOYER’S NAME: __________________________________

DATES OF EMPLOYMENT: _______________________________________

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4.3 PRIOR EMPLOYER’S NAME: __________________________________

DATES OF EMPLOYMENT: _______________________________________

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<th>Position Held</th>
<th>Duration by Date(s)</th>
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Note: All employers are to be included; attach additional pages for employment beyond three (3) employers.

5. SIMILAR/RELEVANT EXPERIENCE/REFERENCES: Provide the names of three (3) references who can speak to the person’s performance on a similar consulting engagement. As indicated in the solicitation document, references are to be project/contract references not employment references; that is, the University is interested in speaking to a Client regarding the person’s performance.) Per the solicitation documents, the University will contact the references provided below during the evaluation.
5.1 REFERENCE CONTACT PERSON & TITLE:

Name: _____________________________________________________________

Title: _______________________________________________________________________________________________________

TELEPHONE #: _______________________________

COMPANY NAME: ______________________________________________________________________________________________

TYPE OF ENGAGEMENT:

____ Comprehensive Review of Building Condition Assessment similar to UMBC’s RFP.

____ Other: __________________________________________________________________________________________

(explain)

____ Other: __________________________________________________________________________________________

(explain)

YEAR IN WHICH SERVICES WERE PROVIDED: ________________

5.2 REFERENCE CONTACT PERSON & TITLE:

Name: _____________________________________________________________

Title: _______________________________________________________________________________________________________

TELEPHONE #: _______________________________

COMPANY NAME: ______________________________________________________________________________________________
SOLICITATION FOR FACILITIES ASSESSMENT CONSULTANT
RFP – BC-20869-K
KEY PERSONNEL FORM – Page 4 of 4

Proposing Firm: ________________________________________________

TYPE OF ENGAGEMENT:

_____ Comprehensive Review of Building Condition Assessment similar to UMBC’s RFP.

_____ Other: _________________________________________________________
(explain)

_____ Other: _________________________________________________________
(explain)

YEAR IN WHICH SERVICES WERE PROVIDED: ________________

5.3 REFERENCE CONTACT PERSON & TITLE:

Name: __________________________________________________________________

Title: __________________________________________________________________

TELEPHONE #: ______________________

COMPANY NAME: __________________________________________________________________

TYPE OF ENGAGEMENT:

_____ Comprehensive Review of Building Condition Assessment similar to UMBC’s RFP.

_____ Other: _________________________________________________________
(explain)

_____ Other: _________________________________________________________
(explain)

YEAR IN WHICH SERVICES WERE PROVIDED: ________________
6. ACHIEVEMENTS/SPECIAL QUALIFICATIONS/OTHER NOTATIONS (NOT REQUIRED):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

NOTE: If a Proposer finds the space provided to be insufficient, he/she can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.
Proposing Firm: ____________________________________________________________

COMPANY NAME: __________________________________________________________

ADDRESS OF PARENT COMPANY: ____________________________________________

DATE OF INCORPORATION: ____________ STATE OF INCORPORATION: ____________

NUMBER OF GEOGRAPHIC LOCATIONS: ____________________

LOCATION OF ALL GEOGRAPHIC OFFICES AND THEIR FUNCTION

LOCATION: ____________________________ FUNCTION: ____________________________

__________________________________        ____________________________

__________________________________        ____________________________

__________________________________        ____________________________

# OF YEARS IN BUSINESS UNDER PRESENT NAME: __________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

________________________________________________________________________

________________________________________________________________________

TYPE OF ORGANIZATION (I.E., SOLE PROPRIETOR, CORPORATION, PARTNERSHIP,
INDIVIDUAL, JOINT VENTURE):

________________________________________________________________________
TYPE OF FACILITIES ASSESSMENT CONSULTANT PROVIDED (check all that apply):

___ Exterior Systems - roofs*, walls, window systems, and doors

___ Interior Construction - walls, doors, flooring, and visible structural components

___ Interior Finishes – flooring, ceilings, and wall finishes

___ Life Safety Systems

___ Heating, Ventilation and Air Conditioning Systems

___ Plumbing Systems

___ Electric Supply and Service Distribution Systems

___ Fire Suppression Systems

___ Telecommunications, Special Electrical and Emergency Power Systems

___ Vertical Transportation Systems

___ Compliance to American Disabilities Act (ADA) 2010 Standards

___ Building Energy Conservation Measures

___ Other:  _______________________________________________________________
Proposing Firm: ________________________________________________

**SUB-CONSULTANTS**: Please advise if any sub-consultants will be used by your firm on the UMBC engagement and, if so, please identify the firm(s) and the service(s) to be provided in the space below. If your firm will not be using any sub-consultant, please indicate “not applicable” in the table below.

<table>
<thead>
<tr>
<th>#</th>
<th>Name of sub-consultant firm and their geographic location</th>
<th>Services to be provided if awarded the UMBC engagement</th>
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**NAME OF PRINCIPAL (S) AND TITLE (S):**

______________________________________________________________________________

**TOTAL NUMBER OF FIRM EMPLOYEES:** ____________________

**OFFICE THAT WILL SERVICE UMBC AND NUMBER OF EMPLOYEES AT THAT OFFICE:**

______________________________________________________________________________
BRIEF (but informative) HISTORY OF COMPANY inclusive of the following: (i) what initiated the establishment of your firm, (ii) how your firm has grown from its early years to the present day, (iii) the number of years that your firm has been specifically providing consulting services associated with building condition assessments, and (iv) your firm’s specific, unique, and/or special characteristics associated with the UMBC engagement.

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Note: Additional pages can be added, if needed.
ATTACHMENT A
BID/PROPOSAL AFFIDAVIT
(Page 1 of 6)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

___________________________________________
__________________________________

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

(e) 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 (a), (b), (c), or (d), above;

(f) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
(g) 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 above, except as follows:

(indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_______________________________________________________________

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

_______________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

_______________________________________________________________

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and that the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including it agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate $10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of $100 to a candidate for 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 and alcohol;
(d) Not hire or assign to work on the contract anyone, whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

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

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

   (i) The dangers of drug and alcohol abuse in the workplace,

   (ii) The business' policy of maintaining a drug and alcohol free workplace,

   (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

   (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

(h) Notify its employees in the statement required by § J (2) (b), above, that as a condition of continued employment on the contract, the employee shall:

   (i) Abide by the terms of the statement, and

   (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

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

   (j) Within 30 days after receiving notice under § J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

      (i) Take appropriate personnel action against an employee, up to and including termination, or

      (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

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

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

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: ________________________________________________________________
Address: ______________________________________________________________
(If not applicable, so state.)

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent 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 or agent, 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 submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: ________________ By: ________________________________________________
    (Authorized Representative and Affiant)

Federal Identification Number (Tax ID): _____________________
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: #BC-20869-K

TECHNICAL PROPOSAL DUE DATE: WEDNESDAY, APRIL 3, 2013 ON OR BEFORE 4:00 P.M. (via e-mail to jkenny@umbc.edu)

RFP FOR: FACILITIES ASSESSMENT CONSULTANT SERVICES FOR THE COLUMBUS CENTER

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 RFP documents, this form is included in our Technical Proposal.

_________________________________________________________
Signature

_________________________________________________________
Name Printed

_________________________________________________________
Title

_________________________________________________________
Date

END OF RECEIPT OF ADDENDUM FORM
ATTACHMENT B

PRICE PROPOSAL

(To be issued via addendum)
ATTACHMENT C

UMBC Solicitation Terms and Conditions
UMBC Contract for Consulting Services
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, agency of the State of Maryland (“University” or “UMBC”), 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 commence 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 UMBC’s solicitation documents #BC-20869-K and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned solicitation (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.

   Order of precedence: (1) Solicitation documents and all addenda, (2) Contract, and (3) Contractor's Proposals.

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

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

6. **RESPONSIBILITY OF CONTRACTOR**:
   
   A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.

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

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

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

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

12. **CIVIL RIGHTS ACT 1964:** Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.
13. **AFFIRMATIVE ACTION:** The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland’s Executive Order 01.01.1993.16.

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

15. **CONTINGENT FEE PROHIBITION:** The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, to solicitor 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:** Intentionally omitted.

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

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

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

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

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

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

24. **VARIATIONS IN ESTIMATED QUANTITIES:** Intentionally omitted.

25. **LIQUIDATED DAMAGES:** Intentionally omitted.

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

27. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
28. **FINANCIAL DISCLOSURE**: The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

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

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

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

32. **COMPLIANCE WITH LAWS**: The Contractor hereby represents and warrants that:
   A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
   B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
   C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
   D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

33. **COST AND PRICE CERTIFICATION**: By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
   A. A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the procurement officer; or
   B. A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the procurement officer.
   C. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.
34. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding $100,000. It shall be in substantially the same form as follows: or insert “N/A” if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:

A. the wage rates and other factual unit costs supporting the firm=s compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University=s right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

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

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

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

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

39. **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.

40. **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.

41. **USE OF CONTRACTOR’S FORMS NOT BINDING ON STATE**:  

A. The use or execution by the University of any forms, orders, agreements, or other documents of any
kind, other than the Contract documents, used pursuant to or in the administration of any contract
awarded by the University to the Contractor, shall not bind the University to any of the terms and
conditions contained therein except those provisions:

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

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

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

42. **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.

43. **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.

44. **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.

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

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: ________________________________

_________________________________________ BY: ________________________________ Witness

Signature

_________________________________________ Typed/Printed Name

Title

_________________________ Date

_________________________ Telephone Number

University of Maryland Baltimore County

_________________________________________ BY: ________________________________ Witness

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 ____________, 2008, 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)
UMBC Solicitation Terms and Conditions

Definitions:
(a) "Vendor" or "Contractor" means a person, partnership, corporation or other entity submitting an offer in response to a University solicitation.
(b) "Offer" means a quote submitted by a vendor.
(c) "UMBC" means the University of Maryland, Baltimore County or any other component of the University System of Maryland (USM) on behalf of which this procurement is made by UMBC.
(d) "Contract" an agreement entered into by UMBC for the acquisition of supplies, services, construction, architecture services and engineering services.

Terms:
1. Reservation of Rights. This solicitation creates no obligation on the part of UMBC. This solicitation may be cancelled at any time prior to opening of offers. UMBC reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services described in the solicitation. Offers may be modified or withdrawn by written notice received prior to the time and date set for opening. UMBC reserves the right to accept or reject any and all offers in whole or in part. The University reserves the right to make awards by item, groups of items, multiple awards, or on an all or none basis as best serves the interests of the University.

2. Pricing. The unit price shall be considered as the offer price, which will be evaluated by UMBC. Separate unit prices shall be submitted for each item; extensions shall be indicated where applicable and total offer price shown when requested. Unless otherwise provided in the solicitation, offer prices are irrevocable for a period of 90 days following the date set for offer opening.

3. Specifications; Equivalents. All materials, equipment, supplies or services shall conform to applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trades names, brand names, information and/or catalog numbers listed in a specification are for information and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item(s). If offers are based on equivalent products, the vendor shall indicate on the offer form the manufacturer's name and product number and shall submit with the offer cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous offer shall not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. UMBC reserves the right to determine acceptance of any items proposed as equivalent. Offers which do not comply with these requirements are subject to rejection. Offers lacking any written indication of intent to offer an alternate brand shall be received and considered in complete compliance with the specifications as listed on the solicitation form.

4. Samples. UMBC reserves the right to request and be furnished samples, at no expense to UMBC, prior to or after the award, for the purpose of quality and specification evaluation. Samples shall be returned, upon request, at the vendor's expense. UMBC does not guarantee that Samples returned will be in the same condition as when submitted.
5. **Vendor's Terms and Conditions.** The Purchase Order issued by UMBC shall constitute the contract between the parties. A VENDOR'S PROPOSED TERMS ARE NOT PART OF THE CONTRACT UNLESS SPECIFICALLY ACCEPTED IN WRITING BY THE PROCUREMENT OFFICER. NO OTHER UNIVERSITY EMPLOYEE CAN ACCEPT OR EXECUTE A CONTRACT FORM OR ACCEPT A VENDOR'S TERMS. Any terms and conditions, including any form contracts, which the vendor proposes to use, shall be submitted (a) by the solicitation closing date in the case of a single step procurement or (b) by the closing date for technical offers, in the case of a multi-step procurement. If a vendor does not submit any proposed terms on a timely basis, its offer will be deemed an offer to contract on UMBC's terms. If a vendor timely proposes any non-UMBC terms or conditions, the vendor must indicate clearly in writing whether or not its offer is contingent upon the acceptance of any or all of the vendor's terms and conditions. UMBC may reject any offer made contingent upon University acceptance of a vendor's terms and conditions.

6. **Minority Business Enterprise Notice.**
   (a) Minority business enterprises are encouraged to respond to this solicitation
   (b) Refer to the specifications of the solicitation for identification of Minority Business Enterprise "MBE" participation goal, if any.

7. **Public Information Act Notice.** Offerors shall give specific attention to the identification of those portions of their responses that they deem to be confidential, proprietary information or trade secrets and shall provide justification why such materials, upon request, should not be disclosed by UMBC under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

8. **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.

9. **Bid/Proposal Affidavit.** The attached bid/proposal affidavit shall be completed and submitted by the vendor with the bid or proposal. The terms and conditions of the affidavit will be incorporated into and made a part of any contract resulting from this solicitation.

10. **Bid Security.** Solicitations for construction contracts reasonably expected by the procurement officer to exceed $100,000 shall require a bid security in an amount equal to at least 5% of the amount of the bid or price proposal. For all other non-construction contracts, refer to the specifications of this solicitation addressing bid security. Absence of any such reference shall mean that no bid security is required. Notwithstanding the above, notice of a bid security is required if a federal law or condition of federal assistance for the contract requires it.

11. **Ethics.** The Vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 15, State Government Article, Annotated Code of Maryland. The Public Ethics Law prohibits, under certain circumstances, (i) present and former officials and employees of State agencies, or (ii) businesses in which those persons or their close relations hold employment or economic interests, from submitting bids or proposals, negotiating for themselves or others, or entering into contracts with the State. In the event a violation of the Maryland Public Ethics Law occurs in connection with a Vendor's response to this solicitation or a resulting contract award to a Vendor, the University reserves the right to reject the proposal or declare an event of default of the contract awarded to the Vendor. Any Vendor with concerns about compliance with the Maryland Public Ethics Law is encouraged to contact the State Ethics Commission for more information.

12. **Rights in Inventions.** For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMBC. UMBC shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to UMBC and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.
13. **Copyrights.** For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMBC shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMBC.

14. **Acknowledgement of Addenda.** If it becomes necessary to revise any part of the bid, addenda will be posted to the eBid Board website at [www.umbc.edu/procurement](http://www.umbc.edu/procurement) or issued to the vendors who are known to have the solicitation documents. It is the responsibility of the bidder to check the website frequently until the opening date for addendums, amendments, and changes. A written acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all vendors submitting a bid.

15. **Conflict of Interest.** An individual or a person that employs an individual who assists the University in the drafting of specifications, an invitation for bids, a request for proposals for a procurement or the selection or award made in response to an invitation for bids or request for proposals may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.

16. **Family Educational Rights and Privacy Act (“FERPA”).** The selected contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, student records or student financial information, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected firm must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University’s and borrower’s confidential information.