

**UNIVERSITY OF MARYLAND  
BALTIMORE  
COMPETITIVE SEALED BIDS  
INVITATION FOR BIDS (IFB)# 91021RE**

**FOR**

**TWO (2) WELLMOBILES FOR THE SCHOOL OF NURSING**

**Issued:** November 4, 2022  
**Pre-Bid Conference:** N/A  
**Deadline for Questions:** November 14, 2022 at 10:00am EST  
**Due Date for Bids:** December 7, 2022 at 2:00pm EST

**Issued by:** University of Maryland, Baltimore  
Strategic Sourcing and Acquisition Services  
Saratoga Street Offices  
Level 02 Room # 02-100  
220 Arch Street  
Baltimore, MD 21201-1531  
Attn: Ron Eshleman  
410-706-0772 (voice)  
reshleman@umaryland.edu

**Deliver to:** All proposals shall be sent via email to:  
[reshleman@umaryland.edu](mailto:reshleman@umaryland.edu).  
The e-mail submission subject line must state:  
“IFB#91021RE”

**Pre-Bid Conference:** N/A

**SPECIAL ACCESS:** Anyone requiring special assistance in obtaining a copy of the solicitation, in attending a pre-bid conference or in delivering a bid are requested to contact the Buyer listed above at least 48 hours in advance.

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## TWO (2) WELLMOBILES FOR THE SCHOOL OF NURSING

### SECTION I: SUMMARY INFORMATION

#### A. SUMMARY STATEMENT

The University of Maryland, Baltimore (herein called the “University” or “UMB”) intends to contract for Two (2) wellmobiles for the School of Nursing.

#### B. ISSUING OFFICE

**Ron Eshleman**

University of Maryland, Baltimore  
Strategic Sourcing and Acquisition Services  
Saratoga Street Offices  
Level 02 Room 02-100  
220 Arch Street  
Baltimore, Maryland 21201-1531  
**410-706-0772**  
**reshleman@umaryland.edu**

The sole point of contact in the University for purposes of this IFB is the issuing office. Any questions with regard to any aspect of this Invitation for Bids must be directed to **Ron Eshleman via e-mail** at [reshleman@umaryland.edu](mailto:reshleman@umaryland.edu).

#### 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 **10:00am on Monday, November 14, 2022**. Inquiries will receive a written reply. Copies of replies will also be posted on the University’s website: [www.umaryland.edu/procurement/ebid-board](http://www.umaryland.edu/procurement/ebid-board).

#### D. DELIVERY OF BIDS

Bids must be E-Mailed to:

Ron Eshleman  
[reshleman@umaryland.edu](mailto:reshleman@umaryland.edu)

#### E. BID OPENING DATE

In order to be considered, each bid must be e-mailed to the issuing office by **Wednesday, December 7, 2022**, no later than 2:00 p.m. Bids or unsolicited amendments to bids arriving after the closing date and time will not be considered.

Bids will be publicly opened via Microsoft Teams. Contact Ron Eshleman at [reshleman@umaryland.edu](mailto:reshleman@umaryland.edu) in order to be sent the bid opening invitation link.

**F. PRE-BID CONFERENCE**

A Pre-Bid Conference will not be held in conjunction with this IFB.

**G. DURATION OF OFFER**

Bids are to be held valid for 90 days following the closing date for this IFB. This period may be extended by mutual agreement between the vendor and the University.

**H. EVALUATION OF BIDS/METHOD OF AWARD**

The Award will be made to the most responsive and responsible bidder that meets the entire requirements and specifications of the solicitation and provides the lowest total price for the equipment and services listed in Section III. A single award will be made as a result of this solicitation.

**I. BID ACCEPTANCE**

The University reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this IFB, 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. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

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

The Contract to be entered into as a result of this IFB (the “Contract”) shall be by and between the bidder as contractor and the University in the form of a University **Purchase Order** and shall contain the provisions included herein as Appendix A (Schedule B) as well as any additional terms required by the University of Maryland, Baltimore or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed and accepted Appendix A.

**K. BID AFFIDAVIT AND CERTIFICATIONS**

State procurement regulations require that bids 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 as Appendix B of the IFB.

**L. CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

Offerors must complete, sign and return Appendix C, Certification Regarding Investment Activities in Iran with their solicitation response. Companies appearing on the Investment Activities In Iran list are ineligible for award.

**M. ELIGIBILITY TO PURCHASE**

The pricing, terms and conditions of any successful bidder's bid and any contract that results from this IFB may be made available to other agencies for cooperative procurements. By submitting a bid, the contractor agrees to extend the bid price structure and discounts to all University System of Maryland campuses and facilities within the State of Maryland, and any other educational institution in the State of Maryland.

All purchases under this contract by any entity which is not a unit or agency of the State of Maryland (1) shall constitute a purchase or contract between the Contractor and that entity only, (2) shall not constitute a purchase or contract of the State of Maryland, (3) shall not be binding or enforceable against the State of Maryland or any of its units or agencies, and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchases. Contractor bears the risk of determining whether or not any entity from which the Contractor receives an order under the Contract is a unit or agency of the State of Maryland such that the contract may be enforced against the State of Maryland.

**TWO (2) WELLMOBILES FOR THE SCHOOL OF NURSING**  
**SECTION II: GENERAL INFORMATION FOR VENDORS**

**A. PURPOSE**

The overall purpose of this IFB is to provide information to vendors interested in preparing and submitting bids to meet the requirements for TWO (2) WELLMOBILES FOR THE SCHOOL OF NURSING described herein. Bids will be received for the items/services specified herein or attached hereto under the terms, conditions and general specifications of this IFB.

**B. GENERAL INFORMATION FOR VENDORS**

1. Bids must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.
2. Each bidder must furnish all information required by the IFB. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent of the corporation must be accompanied by evidence of their authority.
3. This Invitation for Bids creates no obligation on the part of the University to award the contract or to compensate offerors for Bid preparation expenses.

**C. ADDENDA /AMENDMENT TO THE IFB**

If it becomes necessary to revise any part of the IFB, addenda will be posted to the eBid Board at [www.umaryland.edu/procurement/ebid-board](http://www.umaryland.edu/procurement/ebid-board). It remains the responsibility of prospective Offerors to check the website frequently until the bid opening date for any addenda issued prior to the submission of bids .

An acknowledgement of the receipt of all amendments and addenda issued before the bid due date shall be required from all vendors submitting a bid.

**D. CANCELLATION OF THE IFB**

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

**E. INCURRED EXPENSES**

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

**F. ECONOMY OF PREPARATION**

Bids should be prepared simply and economically, providing a straightforward, concise description of the vendor's offer to meet the requirements of the IFB.

**G. ACCEPTANCE OF TERMS AND CONDITIONS**

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

**H. PROCUREMENT REGULATIONS**

This IFB 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.

**I. MULTIPLE BIDS**

Vendors may not submit more than one Bid.

**J. ALTERNATE SOLUTION BIDS**

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

**K. 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 IFB. Subcontractors, if any, shall be identified and a complete description of their role relative to the Bid 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.

**L. PUBLIC INFORMATION ACT**

Offerors must specifically identify those portions of their Bids, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.

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

**M. MINORITY BUSINESS ENTERPRISE NOTICES**

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice.

**N. 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.

**O. TAXES**

The University of Maryland, Baltimore 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.

**P. IFB RESPONSE MATERIALS**

All written materials submitted in response to this IFB 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).

**Q. MARYLAND PUBLIC ETHICS LAW, TITLE 5**

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 §5-502 of the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland.

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

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

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

**R. HIPAA**

Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

## SECTION III

### SPECIFICATIONS/SCOPE OF WORK

#### A. **BACKGROUND**

The University of Maryland, Baltimore is a public institution with the multiple missions of education, research and service. The 34-acre complex is located in downtown Baltimore, a city that has become a model for urban rebirth and vitality. The UMB complex has over 5,000 employees and approximately 6,000 students enrolled in seven professional schools: School of Dentistry, School of Law, School of Medicine, School of Nursing, School of Pharmacy, School of Social Work and Community Planning and the Graduate School.

#### B. **SCOPE OF PROJECT**

To provide two (2) fully-equipped well-mobiles for the School of Nursing

#### C. **REQUIREMENTS & SPECIFICATIONS**

All materials, equipment, supplies or services shall conform to all applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The offeror may offer any brand, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate in your Bid the manufacturer's name, model number and specifications.

The offeror shall submit with his Bid cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous Bid shall not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection.

##### **A. External Design Features**

1. Straight-line model with the cab connected to the unit
2. No entry between the cab and the clinic space.
3. Size: Forty (40) feet long.
4. Step/entrance to intake area
5. Stairs motorized/mechanically retractable (versus manual) into a covered compartment

6. Steps protected from elements when retracted and during transport
7. Rails on stairs
8. Retractable Canopy over curb-side entry stairs. Storage behind cab
9. Security Lighting

#### **B. General Floor Plan and Interior**

1. Windows in all areas with screens
2. Louvered shades on windows
3. Two (2) exam rooms, front and back
4. Center intake area with pop-outs on both sides
5. One pop-out for intake/waiting area
6. Second pop-out for conference area
7. Bathroom in center area
8. Utility room for mops and other cleaning supplies
9. Accordion doors with locks between exam space and center intake area
10. Sinks with running hot and cold water in the two (2) exam rooms, bathroom, and utility room
11. Refrigerators in exam rooms
12. Built-in workstations in exam rooms and intake area
13. Cabinetry with push in door locks (keeps doors and cabinets closed during transport) for supply and file storage
14. Cabinetry with push-in locks in exam rooms for supplies and confidential files
15. Two (2) Chairs or a fifty-eight inch (58”) wide couch for waiting and intake areas
16. Three (3) Stools for workstations in exam rooms and intake area
17. Water resistant flooring- not linoleum

#### **C. Clinical Space Features**

1. Curtains around exam tables in each exam room
2. Exam tables with drawers for storage of table paper, gowns, and drapes
3. Electrically powered exam tables, which can be height adjusted
4. Wall-mounted medical devices
5. Supply storage in exam rooms for medical supplies
6. Prefer cabinet depth in exam rooms to be less than in intake areas, to allow maneuverability.

#### **D. Mechanical/Electrical/Communications Infrastructure**

1. Internet connectivity/routers
2. Power and internet connectivity in all areas
3. Fresh and Grey Water tanks easily accessible for filling, emptying, and cleaning

#### **E. Truck specifics:**

1. Air Compressor Cummins 18.7 cfm (or approved equal)

2. Alternator, 12V, 160 amp
3. Axels, front 12,000 lbs., rear 21,000 lbs.
4. Base cab-chassis, Freightliner M2 106-BS (or approved equal)
5. Batteries, dual 1,900 CCA threaded stud
6. Block heater, 750 watt/115 volt
7. Braking cam-type ABS air with slack adjusters
8. Bumper front, three-piece 14" chrome with collapsible ends
9. Cab, conventional 106" BBC flat roof aluminum
10. Engine Cummins B6.7 260 hp 660 lb./ft torque (or approved equal)
11. Frame – 120,000 psi yield strength
12. Fuel tanks 42/50 top draw, 92-gal total
13. Fuel DEF 6-gallon
14. Radiator, 950 in<sup>2</sup>, aluminum
15. Suspension front, 12,000 lbs., taperleaf
16. Suspension rear 21,000 lbs., air ride
17. Tires, 295/75R22.5 14 ply radial
18. Transmission, Allison 2500 HS automatic (or approved equal)
19. Wheels, Alcoa aluminum 22.5 x 8.25 10-hole (steel inner) (or approved equal)
20. Generator, Diesel 12kw
  - a) Alternate solar power
  - b) Prefer solar generator that can produce between 2000 watts and 6000 watts of power, 6-8 hours/day
21. HVAC – air conditioning & heat 3-ton wall mount
22. Landing gear, 4 pt. bi-axis, hydraulic push button
23. Water tanks & pump 30 gal each

#### **F. Wrapping Details**

1. Trucks will need University of Maryland, Baltimore wrapping details on the outside. This will need to be done in conjunction with the University of Maryland, Baltimore marketing department.

#### **G. Certification**

1. Manufacturer must be ISO 9001 Certified (Please provide proof of Certification)

#### **D. WARRANTY**

Indicate manufacturer's warranty for this equipment.

#### **E. DOCUMENTATION**

1. Bidder shall provide 3-5 contracts in similar size and scope per Appendix D – Company Contract Experience.

2. Bidder shall provide documentation that support the financial condition of the firm (ex: Profit & Loss statement, balance sheet, Dun & Bradstreet rating, Standard & Poor's rating, etc).

3. Bidder shall provide blueprints or sketches of the vehicle layout.

**F. VENDOR SUPPORT** (ex. training, technical service, repair service, PM's, etc.)

Indicate what type of service/maintenance options will be available for these vehicles.

## SECTION IV. BID FORMAT

### A. ONE PART SUBMISSION

Bidders shall submit one electronic version of their entire bid in .pdf format via e-mail to Ron Eshleman at reshleman@umaryland.edu.

The e-mailed bid shall bear the IFB title and number.

### B. REQUIRED BID SUBMISSION

Bidders shall include the following with their Bid:

a. **Transmittal Letter:** A transmittal letter prepared on the vendor's business stationery should accompany the Bid. The purpose of this letter is to transmit the Bid; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Bid. The Transmittal should include the following:

- Name and address of the Bidder;
- Name, title, email address and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number;
- Any information which is claimed to be confidential is to be noted by reference and included in the Transmittal Letter. Each page that is confidential or proprietary should be marked.

- b. Appendix B- Bid Affidavit
- c. Appendix C- Certification Regarding Investment Activities in Iran
- d. References are requested from customers who are capable of documenting the bidder's ability to provide the services as detailed in Appendix D – Company Contract Experience
- e. Acknowledgement of Amendment (if any)
- f. Appendix F- Price Sheet

## SECTION V. APPENDICES AND ATTACHMENTS

- APPENDIX A - Schedule B – Terms and Conditions of Solicitation and Standard Terms and Conditions
- APPENDIX B - Bid/Proposal Affidavit
- APPENDIX C - Certification Regarding Investment Activities In Iran
- APPENDIX D - Company Contract Experience
- APPENDIX E - Acknowledgement of Addenda (If Applicable)
- APPENDIX F - Price Sheet

## APPENDIX A

### SCHEDULE B University of Maryland, Baltimore SOLICITATION TERMS & CONDITIONS November 2006

#### 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) "UMB" means the University of Maryland, Baltimore or any other component of the University System of Maryland (USM) on behalf of which this procurement is made by UMB.
- (d) "Contract" an agreement entered into by UMB 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 UMB. This solicitation may be cancelled at any time prior to opening of offers. UMB 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. UMB 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 bestserves the interests of the University.
2. Pricing. The unit price shall be considered as the offer price, which will be evaluated by UMB. 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 pecification 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. UMB 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. UMB reserves the right to request and be furnished samples, at no expense to UMB, 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. UMB 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 UMB shall constitute the contract between the parties. A VENDOR'SPROPOSED 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 UMB's terms. If a vendor timely proposes any non-UMB 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. UMB 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.

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 UMB under the Public Information Act, Part III, Title 4, General Provisions Article, 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 5, General Provisions 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 UMB. UMB 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 UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to affect 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. UMB 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 UMB.

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 <https://www.umaryland.edu/procurement/>. 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. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health –

General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

## UNIVERSITY OF MARYLAND, BALTIMORE STANDARD TERMS & CONDITIONS

1. **Anti-Bribery.** Contractor warrants that neither it nor any of its officer, directors, partners, or employees who are directly involved in obtaining or performing Contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.
2. **Compliance with Laws.** Contractor hereby represents and warrants that:
  - a. It is qualified to do business in the State of Maryland (whether a domestic business or a foreign corporation subject to registration under the Corporations and Associations Article of the Maryland Annotated Code) 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 moneys 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, including but not necessarily limited to: Maryland Building Codes, Americans with Disabilities Act, and the Maryland Occupational Safety and Health Act and related regulations; and
  - d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
3. **Contractor's Invoices.** Contractor shall include its Taxpayer Identification Number on the face of each invoice billed to the University. If a Purchase Order document is issued, the Purchase Order Number must be included.
4. **Delivery and Acceptance.** Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. Materials shall be delivered FOB to the point or points specified in the bid or proposal, on the date either agreed to in advance or specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications may be rejected. Rejected materials shall be promptly replaced. If Contractor fails to promptly

replace rejected materials, the University reserves the right to purchase replacement materials in the open market. Contractor shall be liable for costs to replace materials incurred by the University which exceed the bid proposal price, including expenses such as, but not necessarily limited to, shipping and delivery, if any.

5. Disputes. Pending resolution of a claim, Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

6. Drug and Alcohol-Free Workplace. Contractor warrants that Contractor shall comply with COMAR 21.11.08 (Drug and Alcohol-Free Workplace), and that Contractor shall remain in compliance throughout the term of this Contract.

7. Indemnification. The University shall not assume any obligation 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.

8. Intellectual Property. Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, costs, or judgment for patent infringement, or trademark or copyright violation arising out of purchase of use of materials, supplies, equipment or services covered by this Contract.

9. Modifications and Amendments. This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

10. Non-Discrimination in Employment. Contractor agrees to (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, general identification, marital status, national origin, ancestry, genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a) above in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

11. Non-Hiring of Officials and Employees. No official or employee of the State (as defined under General Provisions Article § 5-502) whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency or term of this Contract and while serving as an official or employee of the State, become or be an employee of Contractor or any entity that is a subcontractor on this Contract.

12. Payment of State Obligations. Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from Contractor. Contractor may be eligible to receive late payment interest at a rate of 9% per annum if:

(1) Contractor submits an invoice for the late payment interest within 30 days after the date of the State's (or University's) payment of the amount on which the interest accrued; and

(2) A Contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The University is not liable for interest: (1) Accruing more than one year after the 31st day after the University receives the proper invoice; or (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland.

13. Policies and Procedures. The USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

14. Political Contribution Disclosure. Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement Contract with the State, a county, or a municipal corporation or other political subdivision of the State, during a calendar year in which the person receives a Contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections (a) before execution of a Contract by the State (or University), a county, a municipal corporation or other political subdivision of the State, and shall cover the 24 months prior to when a Contract was awarded; and (b) if the contribution is made after the execution of a Contract, then twice a year, throughout the Contract term, on or before (i) May 31, to cover the 6 month period ending April 30; and (ii) November 30 to cover the 6 month period ending October 31. Additional information is available on the State Board of Elections website:  
[http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html)

15. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for 3 years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

16. Specifications. All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

17. Tax Exemption. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction of improvement to real property in performance of the Contract, Contractor shall pay the Maryland sales tax and the exemption does not apply. If Contractor's price includes the cost of Contractor furnishing any other material, equipment, supplies, or other items in connection with the Contract, Contractor shall pay the Maryland sales tax.

18. Subcontracting or Assignment. The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the Contract nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the University.

19. Maryland Law Prevails. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

20. Termination for Default

If 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 Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by Contractor shall, at the University's option, become the University's property. The University shall pay 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 the damages are more than the compensation payable to Contractor, 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

Upon written notice to Contractor, the University may terminate this Contract, in whole or in part, whenever the University shall determine that such termination is in the best interest of the University. The University shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, Contractor may not be reimbursed for anticipatory profits. 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.

**APPENDIX B**

**BID/PROPOSAL AFFIDAVIT**

A. Authority

I HEREBY AFFIRM THAT:

I (print name) \_\_\_\_\_ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of

Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)-(5) of this regulation.

**C. 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, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate 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):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

(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, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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

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

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7206, Fraud and False Statements, or

(e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)-(14) of this regulation, 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):

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E. 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).

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F. 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):

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G. 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.

## H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

## I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: 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 Maryland Department of Labor, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

## J. 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.

## K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: \_\_\_\_\_

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

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 this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation

of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

Federal                      Employer's                      Identification                      Number                      (FEIN)

\_\_\_\_\_

**APPENDIX C**

**CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

**Ref: Maryland Board of Public Works Advisory Number 2013-1**

1. The undersigned certifies that, in accordance with State Finance & procurement Article §17- 705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement Article; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article §17-702.

Or;

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

Note: List is available at: <http://bpw.maryland.gov>  
Click on “Debarments”

**APPENDIX D**

**COMPANY CONTRACT EXPERIENCE - 1**

\*\*\*The Proposer is to complete this “Contract Experience Form” for **three to five** contracts of similar scope and complexity performed over the last **five** years. Contracts may be from both private and public sector clients. \*\*\*

**OFFEROR:** \_\_\_\_\_

Company/Institution Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contract Location (s): \_\_\_\_\_

Contract Type: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Term of Contract \_\_\_\_\_

Description of Services Performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE DUPLICATE THIS FORM AS NEEDED**

**APPENDIX E**

**ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENT**

SOLICITATION NO. IFB#91021RE

SOLICITATION DUE: December 7, 2022, 2pm EST

SOLICITATION FOR: Two (2) Wellmobiles

NAME OF VENDOR: \_\_\_\_\_

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

Amendment No. \_\_\_\_\_ Date: \_\_\_\_\_

**This form must be included in your response.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX F**

**PRICE PROPOSAL FORM**

Please see the attached Excel Spreadsheet