

**UNIVERSITY OF MARYLAND  
BALTIMORE  
COMPETITIVE SEALED BIDS  
INVITATION FOR BIDS (IFB)# 91065RE**

**FOR**

**Dog & Rat GLP Studies of Pharmacodynamics & Toxicity**

**Issued:** December 6, 2022  
**Pre-Bid Conference:** N/A  
**Deadline for Questions:** December 13, 2022 at 10:00am EST  
**Due Date for Bids:** January 5, 2023 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#91065RE”

**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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## Dog & Rat GLP Studies of Pharmacodynamics and Toxicity

### SECTION I: SUMMARY INFORMATION

#### A. SUMMARY STATEMENT

The University of Maryland, Baltimore (herein called the “University” or “UMB”) intends to contract for Dog & Rat Good Laboratory Practices (GLP) Studies of Pharmacodynamics and Toxicity.

#### 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 Tuesday, December 13, 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 **Thursday, January 5, 2023**, 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 120 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 **Service Contract (Appendix D) and 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.

## **Dog & Rat GLP Studies of Pharmacodynamics and Toxicity**

### **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 **Dog & Rat GLP Studies of Pharmacodynamics & Toxicity** 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 **Dog & Rat GLP Studies of Pharmacodynamics and Toxicity**

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

##### **1. Minimum Requirements:**

Vendor must provide evidence of recent Inspections from FDA that certify that the facility can conduct Good Laboratory Practices Studies under FDA regulations.

##### **2. Dog Good Laboratory Practice (GLP) Toxicity Study:**

Study Title: 14-Day Good Laboratory Practice Repeat Dose Toxicity, and Plasma PK, Study of Orally (Gastric Intubation) Administered NHB1109 with a Day 10 Amphetamine Challenge in Male and Female Beagle Dogs

Study Layout: The primary purpose of this GLP study will be to investigate the potential toxicity, as well as plasma pharmacokinetics, after 14 consecutive once-daily oral (gastric intubation) administrations of NHB1109 (a new small molecule pseudoirreversible inhibitor of PTPRD's phosphatase, pentilludin) that must include a Day 10 Challenge dose of an amphetamine, in male and female naïve Beagle dogs.

This study must employ a NHB1109-treated group, and a vehicle control group (Groups 1 and 2, respectively) consisting of 5 males and 5 females per group. The first 5 males and females in each group must be Main Study animals, while the last 5 males and females in each group must be Recovery animals. The first 5 males and females in each group must be euthanized the day following the last NHB1109 or vehicle dose; the second 5 males and females in each group must be recovery animals euthanized 14 days following the last NHB1109 or vehicle dose.

At the start of dosing, females must weigh as close to 8 to 9 kg as practical, and males as close to 9 to 10 kg as practical.

The test article (NHB1109) and the vehicle control will be supplied in final form by the sponsor. NHB1109 will be received pre-formulated at a concentration that will deliver 200 mg/kg/day to each dog. A Certificate of Analysis will be supplied by the sponsor. Because the test article will arrive in final form with a Certificate of Analyses that must include stability data (no on-site formulation), formulation samples will not be applicable. The amphetamine must be administered at 1 mg/kg on Day 10 only (the identification, route, and dose volume will be detailed in the study protocol). The Challenge amphetamine and the vehicle will be marketed products characterized by their labeling.

A Toxicology Reserve sample of the bulk test article and vehicle must be retained.

Detailed clinical observations must be conducted daily and whenever an abnormality is seen. Additional pen-side general health/morbidity/mortality observations must be conducted by animal care at least once-daily.

Body weights must be recorded pre-dose and on Days 7, 14, and 28 (Recovery animals).

Food consumption must be recorded weekly. Food consumption must be monitored subjectively only due to dogs playing in or otherwise contaminating their feed rendering statistical analyses useless.

Blood (jugular vein, approximately 3 to 5 mL, K2EDTA) must be collected at pre-dose, 5 minutes, 10 minutes, and 1, 2, 4, 6, 8, 12, and 24 hours post-first and last dose. Plasma must be obtained, split into equal halves, and one half shipped frozen overnight on dry ice to the analytic laboratory for analyses and reporting. The remaining half-samples must be retained frozen -60C or lower in case need for re-analyses. The back-up samples must be discarded when the report is issued unless earlier at the sponsor's request. The analytic contractor must supply an audited report for TK analyses to the Study Director for summary and inclusion into the final report.

Blood must be collected (jugular vein, Red-Top, K2EDTA, and Blu-Top) on Day 15 (the day following the last dose) and subjected to CBC, chemistry, and coags (standard panels). Urine must be collected from the bladder at scheduled necropsy if present and subjected to urinalysis (Dip-Styx). Similar collection and analyses must be conducted on Day 28 for Recovery animals.

Electrocardiograms must be conducted on each dog during acclimation and on Day 13 (based on stagger start), and on the Recovery dogs one day prior to scheduled necropsy. Day 1 is the day of first dose (based on stagger start).

On Study Day 15 (the day following the last dose), the first 5 males and females in each group must be humanely euthanized and subjected to a gross necropsy and tissue collection. Organ weights must include the brain, heart, thymus, spleen, liver, adrenals, kidneys, testes, and epididymites. A full GLP tissue list must be collected,

including gross lesions, and properly fixed. Collected tissues must be subjected to histopathology by a Board-Certified Veterinary Pathologist.

Recovery animals must be subjected to the same procedures 14 days following the last dose.

Equipment and Supplies provided by the contactor must include needles, syringes, gavage tubes, blood collection tubes, centrifuge tubes, gloves, booties, caps, gowns, chemicals, gauze, and other disposables.

Animal Care/Per Diem costs provided by the contractor must include labor and materials for daily feeding, watering, cleaning, sterilization, and care of animals participating in the study by qualified animal care technicians and facilities charges and housing space/cages.

Report: A Draft report must be sent, though SEND reporting not required.

In providing the services, the contractor must provide all equipment, tools, animals, animal feed, study supplies, and materials. The test articles will be provided by the Sponsor and should arrive at least one week prior to the scheduled start date of the study.

Schedule: The contractor must initiate the study promptly after the contract is signed and the Study Protocol approved by the Sponsor and provided the first installment of wire transfer is received by the contractor. A draft live phase report must be provided to the Sponsor promptly.

Test articles will be supplied by the Sponsor

Euthanasia & Necropsy: The contractor will not be responsible for replacement of test animals if complications from study require euthanasia and carcass disposal. In the case an animal has to be euthanized the sponsor will be responsible for all costs associated with the procedure.

Research animals should not be ordered prior to receipt of the first installment by wire transfer. Shipping of samples gathered during live phase must be shipped to Sponsor (when samples are not processed under the provisions of this Work Order) using Sponsor's FEDEX or World Courier account.

Tissue Retention/Long Term Storage: After finalization of the study, tissues, blocks and slides (for GLP studies) or blocks and slides (for non-GLP studies) must be shipped back to the Sponsor, using Sponsor's FedEx number for long term storage.

### **3. Rat Good Laboratory Practice (GLP) Toxicity Study**

Study Title: 14-Day Repeat Dose Good Laboratory Practice Toxicity, and Plasma PK, Study of Orally (Gastric Intubation) Administered NHB1109 with a Day 10 Amphetamine Challenge in Male and Female Rats

The primary purpose of this GLP study will be to investigate the potential toxicity, as well as brain and plasma pharmacokinetics, after 14 consecutive once-daily oral

(gavage) administrations of NHB1109 (a new small molecule pseudoirreversible inhibitor of PTPRD's phosphatase, pentilludin) that must include a Day 10 Challenge dose of an amphetamine, in male and female Sprague-Dawley rats.

This study must employ a NHB1109-treated group, and a vehicle control group (Groups 1 and 2, respectively) consisting of 15 males and 15 females per group. The first 10 males and females in each group must be Main Study animals, while the last 5 males and females in each group must be PK Satellite animals. The first 5 males and females in each group must be euthanized the day following the last NHB1109 or vehicle dose; the second 5 males and females in each group must be recovery animals euthanized 14 days following the last NHB1109 or vehicle dose; and the last 5 males and females in each group must be PK Satellite animals euthanized following the last blood collection.

PK Satellite animals must be subjected to clinical observations, body weight, and blood collections only, and must not be subjected to necropsy or tissue collection. Data other than blood collection and plasma PK data, need not be tabulated.

Females must weigh at least 275 grams on arrival, and males at least 300 grams.

The test article (NHB1109) and the vehicle control will be supplied in final form by the sponsor. NHB1109 will be received pre-formulated at a concentration that will deliver 200 mg/kg/day to each rat. A Certificate of Analysis will be supplied by the sponsor. Because the test article will arrive in final form with a Certificate of Analyses that will include stability data (no on-site formulation), formulation samples will not be applicable. The amphetamine must be administered at 1 mg/kg on Day 10 only (the identification, route, and dose volume will be detailed in the study protocol). The Challenge amphetamine and the vehicle will be marketed products characterized by their labeling.

A Toxicology Reserve sample of the bulk test article and vehicle must be retained.

Detailed clinical observations must be conducted daily and whenever an abnormality is seen. Additional cage-side general health/morbidity/mortality observations must be conducted by animal care at least once-daily.

Body weights must be recorded pre-dose and on Days 7, 14, and 28 (Recovery animals).

Food consumption must be recorded weekly. Food consumption data must be evaluated scientifically but not statistically due to animals playing in or otherwise contaminating their feed rendering statistical analyses un-reliable.

From the PK Satellite animals only, blood (approximately 200  $\mu$ L, K2EDTA) must be collected at pre-dose, 5 minutes, 10 minutes, and 1, 2, 4, 6, 8, 12, and 24 hours post-first and last dose. Plasma must be obtained and shipped frozen overnight on dry ice to an analytic laboratory for analyses and reporting. The analytic laboratory must supply an audited report for toxokinetic analyses to the Study Director for summary and inclusion into the final report. The contractor must provide the

following services: study protocol preparation, IACUC protocol drafting and approval, study notebook and datasheet preparation.

Research Model: GLP 60 Rat Study.

Study Layout: From the first 5 male and female Main Study animals, blood must be collected (terminal bleed for maximum volume, Red-Top, K2EDTA, and Blu-Top) on Day 15 (the day following the last dose) and subjected to CBC, chemistry, and coags (standard panels). Urine must also be collected once during the last 2 days before scheduled necropsy and subjected to urinalysis (Dip-Styx). Similar collection and analyses must be conducted on Day 28 for Recovery animals.

On Study Day 15 (the day following the last dose), the first 5 male and 5 female Main Study animals in each group must be anesthetized (isoflurane inhalation) and subjected to trans-cardiac infusion with saline, followed by collection of the brain. The brain must be weighed and snap-frozen in liquid nitrogen, then stored frozen at -60C or less until shipped to the analytic laboratory for brain PK analysis and reporting. Each rat must then be subjected to a gross necropsy and tissue collection. Organ weights must include the brain, heart, thymus, spleen, liver, adrenals, kidneys, testes, and epididymites. A full good laboratory practice tissue list must be collected, including gross lesions, and properly fixed. Collected tissues must be subjected to histopathology by a Board-Certified Veterinary Pathologist.

Recovery animals must be subjected to the same procedures 14 days following the last dose.

The contractor must provide equipment and supplies, including needles, syringes, gavage tubes, blood collection tubes, centrifuge tubes, gloves, booties, caps, gowns, chemicals, gauze, and other disposables.

The contractor must provide labor and materials for daily feeding, watering, cleaning, sterilization, and care of animals participating in the study by qualified animal care technicians; including facilities charges and housing space/cages.

The contractor must provide a draft report, but will not provide a SEND report.

The contractor must initiate the study promptly after the notification that their bid has been successful, the Study Protocol has been approved by the Sponsor and the contractor has received the first installment of wire transfer payment. The contractor must provide details of scheduling of various study activities in a Study Protocol. A draft live phase report must be provided to the Sponsor promptly.

The test articles will be supplied by the Sponsor. The contractor will not be responsible for replacement of test animals if complications from study require euthanasia and carcass disposal. In the case an animal has to be euthanized the sponsor will be responsible for all costs associated with the procedure.

Tissue Retention/Long Term Storage: After finalization of the study, tissues, blocks and slides (for GLP studies) or blocks and slides (for non-GLP studies) must be shipped back to the Sponsor, using Sponsor's FedEx number for long term storage.

**D. DOCUMENTATION**

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

## 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.

Responses shall be identified in the email subject line with **IFB#91065RE [Your Company Name]**. Due to attachment file size constraint of 25 megabytes (MB) total attachment size per email message, bidders may need to split large files/and or submit multiple emails to keep under 25 MB per email. If your bid is submitted in more than one email, clearly identify the number of the submission in the email subject (e.g. **IFB#91065RE, Email 1 of 2 [Your Company Name], IFB#91065RE, Email 2 of 2 [Your Company Name]**)

### 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 F – Company Contract Experience
- e. Appendix G- Acknowledgement of Amendment (if any)
- f. Appendix H- Price Sheet
- g. Appendix K- Certification Regarding Debarment (Ensure that sections A,B,C, and Cii are responded to)

- h. Appendix L- Disclosure of Lobbying Activities
- i. Appendix M- Affidavit for Debarment Certifications

## 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 -	Service Contract# 91065RE ( <b>Completed during Award Phase only</b> )
APPENDIX E -	Contract Affidavit ( <b>Completed during Award Phase only</b> )
APPENDIX F -	Company Contract Experience
APPENDIX G -	Acknowledgement of Addenda (If Applicable)
APPENDIX H -	Price Sheet
APPENDIX I -	Federal Contracts
APPENDIX J -	Federal Grants
APPENDIX K -	Certification Regarding Debarment (Sections A,B,C, and Cii)
APPENDIX L -	Disclosure of Lobbying Activities
APPENDIX M -	Affidavit for Debarment Certifications

## 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**  
**SERVICE CONTRACT**

**Contract No. 91065**

**University of Maryland, Baltimore**

This Contract is entered into between (hereinafter referred to as Contractor) and the University of Maryland, Baltimore (hereinafter referred to as the University or UMB).

**1. SCOPE:** Dog & Rat Good Laboratory Practices (GLP) Studies of Pharmacodynamics and Toxicity per IFB91065RE

**2. TERM:**

**3. COMPENSATION AND METHOD OF PAYMENT:** As compensation for satisfactory performance of the work described herein, the University will pay the Contractor an amount not to exceed \$ \_\_\_\_\_ **unless agreed upon by both parties in writing.**

The Contractor's Taxpayer Identification Number consisting of the Social Security Number for individuals and sole proprietors or the Federal Employer Identification Number for all other types of organization is: \_\_\_\_\_.

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. INVOICING:** Invoices shall be rendered \_\_\_\_\_ to the satisfaction of the University's designated representative and shall be payable as provided. The work shall be delivered free from all claims, liens, and charges whatsoever.

**5. 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. 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, or by Public Service Commission of Maryland with respect to regulated public utilities, as applicable are prohibited.

**6. LIABILITY:** All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from employees when required by law.

Contractor agrees to indemnify and save the University harmless from any claims or demands (including the costs, expenses, and reasonable attorney's fees on account thereof) that may be made: (1) by anyone for injuries to persons or damage to property resulting from Contractor's acts or omissions or those of persons furnished by Contractor or (2) by persons furnished by Contractor or Contractor's subcontractors under Workmen's Compensation or similar acts. Contractor also agrees to defend the University at its request, against any such claim or demand. The University agrees to notify Contractor promptly of any known written claims or demands against the University for which Contractor is responsible hereunder.

The University shall not assume any obligation to defend, indemnify, hold harmless, or pay Attorney's fees that may arise from or in any way be associated with the performance or operation of this agreement.

Contractor shall maintain, during the term thereof, Workmen's Compensation Insurance, Public Liability Insurance, and if the use of automobiles is required, Automobile Public Liability Insurance. Contractor shall also require its subcontractors, if any, who may enter upon University premises to maintain such insurance. Contractor and its subcontractors shall furnish the University, when requested, with copies of policies or other satisfactory proof of insurance.

**7. 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 approvals, if any, necessary to the performance of its obligations under this Contract.

**8. UNIVERSITY WORK RULES:** Employees and agents of Contractor and any subcontractors shall while on the premises of the University, comply with all University rules and regulations including, where required by Government Regulations, submission of satisfactory clearance from the U.S. Department of Defense or other Federal Authority concerned.

Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay or interfere with University work schedule without the prior approval of the University's specified representative. Contractor shall provide and maintain sufficient covering to protect stock and equipment from the action of its work, if applicable.

**9. HARMONY:** Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on University premises.

**10. WARRANTY:** Contractor warrants that material and/or services furnished hereunder will be fit for the purposes intended and will be free from defects in material and workmanship where applicable.

**11. MODIFICATIONS IN THE WORK:** This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

**12. NON-HIRING OF EMPLOYEES:** No official or employee of the State of Maryland, as defined under State Government Article, SS 15-102, Annotated Code of Maryland, whose duties as such official or employee include matter 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 the contractor or any entity that is a subcontractor on this contract.

**13. DISPUTES:** This contract shall be subject to the USM 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.

**14. MARYLAND LAW PREVAILS:** The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.

**15. NON-DISCRIMINATION 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, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (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.

**16. 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 he may determine to be appropriate for the convenience of the University.

**17. 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.

**18. DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever, during the progress of any portion of the work specified in 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 of Maryland in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**19. COST AND PRICE CERTIFICATION:**

A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, 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: (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or (2) a change order or contract modification expected to exceed \$100,000, or smaller amount set by the procurement officer.

B. The price under this contract and any change order or modification hereunder, including profit 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.

**20. TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligations 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 of omissions relied on as cause for termination. All finished or unfinished supplies and services 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 the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State 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 which 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 the USM Procurement Policies and Procedures.

**22. 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, 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 \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the businesses.

**23. POLITICAL CONTRIBUTION DISCLOSURE:** Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Section 14-101*et seq.* which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$200,000 or more from public business, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. 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 lease or 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.

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

**25. RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three 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 designee, at all reasonable times.

**26. 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 cancelled 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 University'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 University 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 nonrecurring costs incurred but not amortized in the price of the Contract. The University 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.

**27. LIQUIDATED DAMAGES:** Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

**28. VARIATIONS IN ESTIMATED QUANTITIES:** Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this Contract, an equitable adjustment in the Contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the final settlement of the Contract, ascertain the facts and make adjustment for extending the completion date as in his judgment the findings justify.

**29. TRUTH-IN-NEGOTIATION CERTIFICATION:** (Mandatory for architectural services or engineering services contracts over \$100,000.) The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

- A. The wage rates and other factual unit cost supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
- B. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or non-current wages or other units of cost, 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 include any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

**30. ETHICS:** The vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland. In the event a violation of the Ethics Law occurs in connection with the Vendor's response of this solicitation or a resulting contract award to the vendor, the University reserves the right to (1) reject the Vendor's bid or proposal or (2) declare an event of default under the contract.

**31. RIGHTS IN INVENTIONS:** For the consideration payable under this Contract, Contractor agrees to report any invention arising out of the Work required by this Contract to University of Maryland, Baltimore. University of Maryland, Baltimore 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. Contractor hereby assigns all right, title and interest in and to inventions made in the course of the Work to University of Maryland, Baltimore and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

**32. 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. University of Maryland, Baltimore 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 University of Maryland, Baltimore.

**33. CONTRACT AFFIDAVIT:** The attached Contract Affidavit must be executed by an authorized representative of the Contractor and is incorporated by reference into this Contract.

**34. SPECIFICATIONS:** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

**35. TAX EXEMPTION:** UMB is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

**36. ANTI-BRIBERY:** The Contractor warrants that neither it nor any of its officers, directors or partners, nor any 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, 1997, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

**37. EPA:** Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

**38. OSHA; MSDS:** All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:

University of Maryland, Baltimore  
Assoc. Director for EHS  
714 West Lombard Street  
Baltimore, MD 21201-1010

**39. INTELLECTUAL PROPERTY:** Contractor agrees to defend upon request and indemnify and save harmless UMB, 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.

**40. DRUG AND ALCOHOL-FREE WORKPLACE:** The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol-Free Workplace, and that the Contractor shall remain in compliance throughout the term of this Contract.

**41. MANDATED CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE & NEGLECT:** The University of Maryland, Baltimore (UMB) and the University System of Maryland (USM) are committed to protecting the safety and welfare of children who come into contact with the UMB community. Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. *See* Maryland Code Annotated, Family Law Article, Sections 5-701 through 5-708. A copy of the above-referenced USM/UMB Policy and Procedures are available at: [http://www.umaryland.edu/offices/accountability/child\\_abuse/](http://www.umaryland.edu/offices/accountability/child_abuse/)  
The Policy and Procedures are incorporated herein.

Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – *Policy on the Reporting of Suspected Child Abuse and Neglect*, as well as the UMB *Procedures for Reporting Suspected Child Abuse and Neglect*. Specifically, contractors performing work on campus must report suspected child abuse or neglect orally or in writing to: (a) the local department of social services or law enforcement agency; and (b) the University President’s Designee (i.e. the UMB Chief Accountability Officer), if the suspected child abuse or neglect: (i) took place in UMB facilities or on UMB property; (ii) was committed by a current or former employee or volunteer of the USM; (iii) occurred in

connection with a UMB sponsored, recognized or approved program, visit, activity, or camp, regardless of location; or (iv) took place while the victim was a registered student at UMB.

UMB reserves the right to terminate this contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of UMB, termination is necessary to protect the safety and welfare of children who come into contact with the UMB community.

**42. ENTIRE CONTRACT:** This Contract represents, in its entirety, the mutual understanding of the parties. This Contract supersedes any and all prior understandings and agreements, either written or oral, between the Agency and Contractor. No subsequent agreements or modifications hereof, whether expressed or implied, shall bind the parties unless the same be in writing and signed by the parties.

Contract No. 91065

AGREED TO:

AGREED TO:

University of Maryland, Baltimore

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX E**

**CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

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

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation - \_\_\_ domestic or \_\_\_ foreign;
- (2) Limited Liability Company - \_\_\_ domestic or \_\_\_ foreign;
- (3) Partnership - \_\_\_ domestic or \_\_\_ foreign;
- (4) Statutory Trust - \_\_\_ domestic or \_\_\_ foreign;
- (5) \_\_\_ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_.

#### C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

#### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will 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, 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 contributions 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, 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: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

## E. DRUG AND ALCOHOL FREE WORKPLACE

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

### I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who 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's 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 §E(2)(b), of this regulation;
- (h) Notify its employees in the statement required by §E(2)(b), of this regulation, 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 §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, 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 §E(2)(a)-(j), of this regulation.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

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

By: \_\_\_\_\_ (printed name of Authorized Representative and affiant)

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

**APPENDIX F**

**COMPANY CONTRACT EXPERIENCE - 1**

\*\*\*The bidder 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 G**

**ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENT**

SOLICITATION NO. IFB#91065RE

SOLICITATION DUE: January 5, 2023, 2pm EST

SOLICITATION FOR: Dog & Rat GLP Studies of Pharmacodynamics & Toxicity

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 H**

**PRICE PROPOSAL FORM**

Please see the attached Excel Spreadsheet

**Appendix I**  
**SCHEDULE C**  
**(Federal Contracts)**

The subject matter of this procurement document is being funded by a Federal Contract. The Federal terms and conditions listed below are hereby incorporated as applicable. In the event of any conflict between these terms and conditions and those of the University, the Federal terms and conditions shall prevail.

In the following clauses, the term “contract” shall mean the resulting award(s); the terms “contractor” shall mean “seller”; and the terms “Government” and “Contracting Officer” shall mean the “University of Maryland, Baltimore” and the Director of Procurement Services” or designee respectively.

**U.S. GOVERNMENT SUBCONTRACT PROVISIONS**

- A. The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

Anti-Kickback Procedures	52.203-7
Buy American Act & Balance of Payments Program	52.225-3
Contract Work Hours & Safety Standard Act – Overtime Comp	52.222-4
Equal Employment Opportunity as amended by EO 11375 and 41 CFR part 60	52.222-26
Integrity of Unit Prices	52.215.26(a)(b)
Notice to the Government of Labor Disputes	52.222-1
Preference for US Flag Air Carriers (for international air travel only)	52.247-63
Restrictions on Subcontractor Sales to the Government	52.203-6
Service Contract Act of 1965 Reserved	52.222-41
Termination for Convenience of Government (Education & Nonprofit Institutions)	52.249-5(a)-(f)
Restrictions on Certain Foreign Purchases	52.225-11

- B. The following provision of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$2,500:

Affirmative Action for Handicapped Workers	52.222-36
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- C. The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of this order exceeds \$10,000:

Vietnam Era Veterans	52.222-35
Audit – Negotiation	52.215-2
Employment Reports on Special Disabled Veterans/Veterans of the Vietnam Era	52.222-37
Examination of Records by Comptroller General	52.215-1
Utilization of Small Business Concerns & Small Disadvantaged Business Concerns	52.219-8
Walsh-Healey Public Contracts Act	52.222-20

- D. The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of this order exceeds \$25,000:

Authorization and Consent	52.227-1
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Notice and Assistance re: Patent and Copyright Infringement		52.227-2
Preference for Privately-Owned US Flag Commercial Vessels		52.247-64
Protecting the Government's Interests when Subcontracting with Contractors		
Debarred, Suspended, or Proposed for Debarment		52.209-6
Utilization of Labor Surplus Area Concerns		52.220-3
Utilization of Woman-Owned Small Business		52.219-13
E. The following provisions of the Federal Acquisitions Regulations (FAR) also apply if the amount of this order exceeds \$100,000. Attachment CG must also be completed, signed and returned to the UMB Department of Procurement Services:		
Lobbying		31 U.S.C.1352
Clean Air & Water		52.223-1.2
Price Reduction for Defective Cost or Pricing Data – Subcontractor Cost or Pricing Data		52.215-24 or
Subcontractor Cost of Pricing Data – Modifications		52.215-25
Note: 52.215-24 applies if cost or pricing data is initially required; if not, 52.215-25 applies to transactions over \$100,000		
Limitations on Payments		52.203-12
F. The following provision of 29 CFR Part 470 applies if the amount of this order exceeds \$100,000:		
Notice of Employee Rights Concerning Payment of Union Dues or fees		
G. The following provisions of the Federal Acquisition Regulations (FAR) also apply if the amount of this order exceeds \$500,000:		
Labor Surplus Area Subcontracting Program		52.220-4
Small Business and Small Disadvantaged Business Subcontracting Plan		52.219-9
H. The following provisions of the Federal Acquisition Regulations (FAR) apply when noted:		
Filing of Patent Applications	When subcontract involves classified matters	52.227-10
- Classified Subject Matter		
Hazardous Material Identification & Material Safety Data	When subcontract involves hazardous material	52.223-3
Overseas Distribution of Subcontracts	When subcontract amount exceeds \$200,000 (DOD only)	52.204-7005
Patent Rights Clauses	When subcontract or purchase order involves experimental research & development work. Note: 52.227-11 applies to small business & nonprofit organizations; 52.227-12 applies to others	52.227-11,12
Rights in Technical Data & Computer Software	When subcontract includes technical data or software acquisition requirements (DOD only)	52.227-7013
Required Sources for Jewel	When subcontract or purchase order requires use	52.208-1

Bearings	of jewel bearings	
Restrictive Markings on Technical Data	When subcontract includes technical data or software acquisition (DOD only)	52.227-7018
Security Requirements	When subcontract involves access to classified information	52.204-2
Special Prohibition on Employment	If the subcontract amount exceeds \$25,000 (DOD only)	52.203-7001
Validation of Restrictive Markings on Technical Data	When subcontract includes technical data or software acquisition (DOD only)	52.227-7037

The University reserves all administrative, contractual and legal remedies against the contractor or vendor who breaches any of the contract terms.

Rev. 11/06

**Appendix J**  
**SCHEDULE G**  
**(Federal Grants)**

The subject matter of this procurement document is funded by a Federal Grant. The Federal terms and conditions listed below are hereby incorporated as applicable. In the event of any conflict between these terms and conditions and those of the University, the Federal terms and conditions shall prevail.

If this space is checked , the subject matter of this procurement document involves research and development work and 37 CFR part 401 also applies.

In the following clauses, the term “contract” shall mean the resulting award(s); the term “contractor” shall mean “seller”; and the terms “Government” and “Contracting Officer” shall mean the “University of Maryland, Baltimore” and the “Assistant Vice President, Strategic Sourcing & Acquisition Services” or designee respectively.

A. If under \$10,000

As this procurement is funded by a US governmental grant, the following provisions of the Federal Acquisition Regulations (FAR) apply:

- \* Anti-Kickback Procedures 52203-7
- \* Contract Work Hours & Safety Standard Act -Overtime Comp 52.222-4
- \* Termination for Convenience of Government (Education Institutions) 52.249-5(a)-(f)
- \* Equal Employment Opportunity as amended by E.O. 11375 and supplemented by 41 CFR part 60, “Office of Federal Contract Compliance Programs, E.E.O. 52.222-26

\*The University reserves all administrative, contractual, and legal remedies against the vendor who breaches any of these terms.

B. If between \$10,000 and \$25,000, the following additional terms and conditions apply in addition to those in A. above:

- \* Examination of Records by Comptroller General 52.215-1

C. If between \$25,000 and \$100,000, the following additional terms and conditions apply in addition to those in A. and B. above:

- \* Protecting the Government’s Interests when Subcontracting with Subcontractors Debarred, Suspended, or Proposed for Debarment 52.209-6

D. If over \$100,000, the following additional terms and conditions apply in addition to those in A., B. and C. above. ATTACHMENT CG must also be completed, signed and returned to UMB Dept. of Procurement Services.

- \* Clean Air and Water 52223-1.2
  - \* Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
  - \* Debarment and Suspension E.O.s 12549 & 12689
- E. The following provision of 29 CFR Part 470 applies if the amount of this order exceeds \$100,000:  
\*Notice of Employee Rights Concerning Payment of Union Dues or Fees.

Rev. 07/18

## Appendix K

### Schedule D

#### **52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.**

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have or have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are or are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Appendix M**  
**ATTACHMENT CG**  
**AFFIDAVIT FOR DEBARMENT CERTIFICATIONS, CLEAN AIR AND WATER**  
**CERTIFICATIONS, AND ANTI-LOBBYING CERTIFICATIONS**

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Vendors should review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under Circular OMB A110, Appendix A. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the University of Maryland determines to award the order.

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**1. LOBBYING**

The undersigned certified, to the best of his or her knowledge and belief, that

(1) No Federal appropriated funds have been paid or will be paid, by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(1) The undersigned certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph 2.(1)(b) of this certification; and

(d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

**3. CLEAN AIR AND WATER**

The undersigned agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the EPA.

I understand that a false statement on this certification may be grounds for rejection of this bid or proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

_____	IFB#91065RE
Name of Firm	Bid Number
_____	_____
Signature of Authorized Representative	Date
_____	
Printed Name and Title of Authorized Representative	

[ ] I am unable to certify to the above statements. My explanation is attached.