



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

**IFB88876JAH
FOR
Zeiss Microscopes**

**Issued: March 13, 2020
Deadline for Questions: March 30, 2020
Due Date for Proposals: April 7, 2020 at 2:00PM ET**

**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: Joshua Hitch
410-706-3191
410-706-8577 (fax)**

**Deliver to: Same as above
Building can be accessed during the hours
of 8:00 am to 5:00 pm, Monday through
Friday.**

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.

TABLE OF CONTENTS

SECTION I: SUMMARY INFORMATION.....	1
A. <u>SUMMARY STATEMENT</u>	1
B. <u>ISSUING OFFICE</u>	1
C. <u>QUESTIONS AND INQUIRIES</u>	1
D. <u>DELIVERY OF BIDS</u>	1
E. <u>BID OPENING DATE</u>	1
F. <u>ACCESS TO ISSUING OFFICE</u>	2
G. <u>PRE-BID CONFERENCE</u>	2
H. <u>DURATION OF OFFER</u>	2
I. <u>TERM OF CONTRACT</u>	2
J. <u>EVALUATION OF BIDS</u>	2
K. <u>BID ACCEPTANCE</u>	3
L. <u>FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER</u>	3
M. <u>BID AFFIDAVIT AND CERTIFICATIONS</u>	3
N. <u>CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN</u>	3
SECTION II: GENERAL INFORMATION FOR VENDORS.....	4
A. <u>PURPOSE</u>	4
B. <u>GENERAL INFORMATION FOR VENDORS</u>	4
C. <u>ADDENDA TO THE IFB</u>	4
D. <u>CANCELLATION OF THE IFB</u>	4
E. <u>INCURRED EXPENSES</u>	4
F. <u>ECONOMY OF PREPARATION</u>	5
G. <u>ACCEPTANCE OF TERMS AND CONDITIONS</u>	5
H. <u>PROCUREMENT REGULATIONS</u>	5
I. <u>MULTIPLE BIDS</u>	5
J. <u>ALTERNATE SOLUTION BIDS</u>	5
K. <u>CONTRACTOR RESPONSIBILITIES</u>	5
L. <u>PUBLIC INFORMATION ACT</u>	6
M. <u>MINORITY BUSINESS ENTERPRISE NOTICE</u>	6
N. <u>ARREARAGES</u>	6
O. <u>TAXES</u>	6
P. <u>IFB RESPONSE MATERIALS</u>	6
Q. <u>BID SECURITY</u>	6
R. <u>MARYLAND PUBLIC ETHICS LAW</u>	7
S. <u>HIPAA</u>	7
SECTION III: SPECIFICATIONS/SCOPE OF WORK.....	8
A. <u>BACKGROUND</u>	8
B. <u>SCOPE OF THE PROJECT</u>	8
C. <u>SPECIFICATIONS</u>	8
D. <u>VENDOR MINIMUM REQUIREMENTS</u>	9

E.	<u>INSURANCE</u>	9
SECTION IV:	BID FORMAT	14
A.	<u>ONE VOLUME SUBMISSION</u>	14
B.	<u>SUBMISSION</u>	14
SECTION V:	APPENDICES AND ATTACHMENTS	15
A.	<u>APPENDIX A: SCHEDULE B</u>	16
B.	<u>APPENDIX B: BID PROPOSAL AFFIDAVIT</u>	20
C.	<u>APPENDIX C: CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN</u>	25
D.	<u>APPENDIX D: PRICING WORKSHEET</u>	26
E.	<u>APPENDIX E: MANDATED CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE & NEGLECT (LONG FORM)</u>	27
F.	<u>APPENDIX F: ATTACHMENT CG AFFIDAVIT FOR DEBARMENT CERTIFICATIONS, CLEAN AIR AND WATER CERTIFICATIONS, AND ANTI-LOBBYING CERTIFICATIONS</u>	28
G.	<u>APPENDIX G: STANDARD FORM LLL DISCLOSURE OF LOBBYING ACTIVITIES</u>	30
H.	<u>APPENDIX H: SCHEDULE D</u>	32
I.	<u>APPENDIX I: FEDERAL SCHEDULE C</u>	33
J.	<u>APPENDIX J: FEDERAL SCHEDULE G</u>	36

IFB88876JAH – ZEISS MICROSCOPES CONTRACT
SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland, Baltimore (herein called the “University” or “UMB”) intends to contract for **Zeiss Microscopes**.

B. ISSUING OFFICE

Joshua Hitch

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) 706-3191

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 **Joshua Hitch** in writing.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to Joshua Hitch at jhitch@umaryland.edu. All such questions and inquiries must be received by the close of business **March 30, 2020**. Inquiries will receive a written reply. Copies of replies will also be posted on the University’s website: www.umaryland.edu/procurement/ebid-board.

D. DELIVERY OF BIDS

Bids must be delivered to:

The University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room 02-100
220 Arch Street
Baltimore, MD 21201-1531

E. BID OPENING DATE

In order to be considered, the original and one electronic version on electronic storage (CD or flash drive) of each bid must arrive at the issuing office by **April 7, 2020**, no later than 2:00 p.m. Vendors mailing bids should allow sufficient mail delivery time to insure timely

receipt by Strategic Sourcing and Acquisition Services. Vendors utilizing the U.S. Mail or similar methods which would not deliver directly to Room 02-100 of the Saratoga Street Offices are cautioned to allow sufficient time for the delivery to Room 02-100. Delivery of proposals to the campus mailroom or any location other than this office will NOT be considered “delivered” until they have physically arrived and have been clocked-in at Strategic Sourcing and Acquisition Services. Bids or unsolicited amendments to bids arriving after the closing date and time will not be considered.

F. ACCESS TO ISSUING OFFICE

The Saratoga Street Offices, which houses Strategic Sourcing and Acquisition Services, is accessible by the general public between the hours of 8:00 a.m. until 5:00 p.m. Monday through Friday with exception of legal holidays. There is a guard in the lobby area and vendors are required to sign in at the guard’s desk and gain permission to enter the Office Levels of the building. Office Level 2 (13th floor), where Strategic Sourcing and Acquisition Services is located is accessible to the public by two elevators located in the main lobby of the building. If you park in the Saratoga Street Garage and Office building, you must take the garage elevators down to the ground level and then enter the Lobby where the guard's desk is located and utilize the elevators located in the Lobby in order to ascend to the Office Level 2. Vendors must allow sufficient time in delivering replies to solicitations to insure timely receipt by the Issuing Office.

G. PRE-BID CONFERENCE

NOT APPLICABLE

H. DURATION OF OFFER

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

I. TERM OF CONTRACT

The term of the contract shall be for a one (1) year period (June 1, 2020 through May 31, 2021) with five (5), one (1) year University renewal options. The pricing discount off list price shall not decrease throughout the contract period and any renewal options exercised by the University.

J. EVALUATION OF BIDS/METHOD OF AWARD

Award will be made to the responsive and responsible bidder that meets the entire requirement of the solicitation and provides the lowest total price for the equipment listed in Appendix D. Prices quoted on the Pricing Worksheet are to be inclusive of accessories, delivery, rigging, installation, training, and all other requirements specified in this solicitation. A single award will be made as a result of this solicitation.

K. 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.

L. 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 either a University **Purchase Order** or **Contract** 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 the attached Appendixes and will execute a contract on that form upon request by University of Maryland, Baltimore.

M. 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.

N. 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.

IFB88876JAH – ZEISS MICROSCOPES
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 **Zeiss Microscopes** 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. 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 each and 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.

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. BID SECURITY – N/A

R. 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 see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/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.

S. 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.

IFB88876JAH – ZEISS MICROSCOPES

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

Contractor is to provide new and unused Zeiss microscopes and accessories (including imaging accessories) as indicated in this solicitation.

C. SPECIFICATIONS

The following provides specifications and characteristics of the equipment/services and provider.

All materials, equipment, supplies or services shall conform to all applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition.

- A. It is anticipated that the resulting contract will be used by UMB, UMBC, and UMCP; however, any campus of the University of Maryland System may also utilize the contract. This contract will also be open for utilization by Morgan State University and St. Mary's College of Maryland and any community college in the State of Maryland. The resulting contract shall be for the actual numbers of microscopes requested only. There is no guaranteed quantity of equipment to be bought.
- B. Each campus will issue its own purchase orders for items purchased under this bid or they may pay by credit card for orders under \$4,999.00.
- C. This is not a requirements contract. Use of this bid will be strictly voluntary by the various campuses. Any resulting contracts shall be for the equipment ordered only.

- D. This contract will exclude electron, atomic force, tapping probe, confocal, super resolution and surgical microscopy.
- E. Payment terms shall be NET 30 days.
- F. If other than the manufacturer, the vendor must be an authorized Dealer, Distributor, Value Added Reseller or the Manufacturer's Representative for the products being offered. If so, a Letter of Authorization is required and must be provided with your bid response.
- G. Quote only on Zeiss' list price less a percentage basis. You must identify the latest Zeiss price list by date and/or price list number. Successful vendor must keep each Strategic Sourcing and Acquisitions Services office supplied with the latest published price list for each manufacturer awarded to them and give at least a 30 day notice prior to any new price list implemented. If you are an authorized dealer or manufacturer you must indicate the microscope equipment lines that you are quoting. Provide a copy of the manufacturer's price list with your bid.
- H. A single discount percentage is to be quoted to include microscopes and accessories.
- I. Microscopes must be warranted a minimum of one-year parts and labor. Manufacturer warranty must pass directly to the University. Distributors must assist the University with warranty issues upon request.
- J. Vendors must have the capability to set-up and demonstrate the manufacturer's entire microscope line that you are quoting and be able to do this at no extra charge when deliveries are made.
- K. Vendors must quote average delivery time after receipt of order.
- L. Vendors are to quote on a F.O.B. delivered basis to the University location specified at the time of order placement. Failure to do this may result in your bid being deemed non-responsive.

D. INSURANCE

MANDATORY

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

authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

- b. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers Compensation and Employers Liability insurance, in the same manner, including the additional insured requirements in paragraph O.1.e., as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.
- c. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University."
- d. No acceptance and/or approval of any insurance by University of Maryland, Baltimore shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.
- e. NAMED ADDITIONAL INSURED – The University of Maryland, Baltimore and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverages **except Workers Compensation**, and the certificates of insurance (or the certified policies, if requested) must so indicate through inclusion of appropriate endorsement. **Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.**
- f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.

- g. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland, Baltimore or participation institutions from supervising or inspecting the operations of the contractors as the end result.
- h. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

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

- i. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University. The insurers must have a policyholders' rating "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
- j. UMB will consider deductibles or self-insured retention as part of its review of the financial stability of the bidder. Any deductibles or self-insured retention shall be disclosed in the Contractor's Bid and shall be assumed by the Contractor.

2. The Contractor shall purchase the following insurance coverages:

- a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted in section O.5 must be met. Such Commercial General Liability policy shall include the following extensions:
 - i. It is preferred that the general aggregate limit applies separately to this project:
 - ii. Premises/Operations:
 - iii. Actions of Independent Contractors:
 - iv. Products/completed Operations to be maintained for two (2) years after completion of the contract.
 - v. Contractual Liability including protecting for the Contractor for claims arising out of liability assumed under this contract.

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

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

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

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

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

a. Commercial General Liability Insurance including all extensions –
\$2,000,000 each occurrence;
\$2,000,000 personal injury;
\$2,000,000 products/completed operations;
\$2,000,000 general aggregated

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

c. Workers Compensation insurance – statutory requirements.
Employer's liability insurance - \$1,000,000 each accidental injury; and
\$1,000,000 policy limit for disease.

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

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

1. Agree to provide certificates of insurance evidencing the above coverages for a period of three (3) years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor's or Subcontractor's work under this contract, or
2. Purchase an extended (minimum three (3) years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself, and
3. The "retroactive date" must be effective prior to the inception of the work under this contract, and
4. No "sunset" clauses shall apply.

A CERTIFICATION FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT SHOULD BE PROVIDED WITH ANY BID.

IFB88876JAH – ZEISS MICROSCOPES

SECTION IV. BID FORMAT

A. ONE PART SUBMISSION

Bidders shall submit one original and one electronic version of their entire bid on electronic storage (CD or flash drive) in a single sealed package/envelope.

Each bidder is required to label the sealed bid. The bid shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

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;
 - Bidder's MBE certification number (if applicable);
 - 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/Proposal Affidavit
- c. Appendix C- Certification Regarding Investment Activities in Iran
- d. Appendix D- Pricing Worksheet
- e. Acknowledgement of Amendment (if any)
- f. If not the manufacturer, vendor must provide a letter of authorization that they are an authorized dealer, distributor, value-added reseller or manufacturer's representative for the products being offered.
- g. Appendix F- Attachment CG
- h. Appendix G- Standard Form- LLL Disclosure of Lobbying Activities
- i. Appendix H- Schedule D
- j. An up to date Certificate of Insurance showing required insurances per Section III subsection F

IFB88876JAH – ZEISS MICROSCOPES

SECTION V. APPENDICES AND ATTACHMENTS

- APPENDIX A - Schedule B – Terms and Conditions of Solicitation and Purchase Order Terms and Conditions
- APPENDIX B - Bid/Proposal Affidavit
- APPENDIX C - Certification Regarding Investment Activities In Iran
- APPENDIX D - Pricing Worksheet
- APPENDIX E- Mandated Contractor Reporting of Suspected Child Abuse & Neglect (Long Form)
- APPENDIX F- Attachment CG – Affidavit for Debarment Certifications, Clean Air and Water Certifications, and Anti-Lobbying Certifications
- APPENDIX G- Standard Form- LLL Disclosure of Lobbying Activities
- APPENDIX H- Schedule D
- APPENDIX I- Federal Schedule C
- APPENDIX J- Federal Schedule G

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 best serves 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 specification for any item(s). If offers are based on equivalent products, the vendor shall indicate on the offer form the manufacturer's name and product number and shall submit with the offer cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous offer shall not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. 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'S PROPOSED TERMS ARE NOT PART OF THE CONTRACT UNLESS SPECIFICALLY ACCEPTED IN WRITING BY THE PROCUREMENT OFFICER. NO OTHER UNIVERSITY EMPLOYEE CAN ACCEPT OR EXECUTE A CONTRACT FORM OR ACCEPT A VENDOR'S TERMS. Any terms and conditions, including any form contracts, which the vendor proposes to use, shall be submitted (a) by the solicitation closing date in the case of a single step procurement or (b) by the closing date for technical offers, in the case of a multi-step procurement. If a vendor does not submit any proposed terms on a timely basis, its offer will be deemed an offer to contract on 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 effect such assignment.
13. **Copyrights.** For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. 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 www.procurement.umaryland.edu <<http://www.procurement.umaryland.edu>>. 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.

PURCHASE ORDER TERMS & CONDITIONS **March 2007**

1. Parties. The parties to this Contract are the Contractor identified on the Purchase Order ("P.O.)/Contract and UMB. In contractual matters, UMB shall be represented by a Procurement Officer designated in writing by UMB. The original Procurement Officer for this Contract is named on the P.O., which designation may be changed from time to time by UMB. If UMB is acting as procurement agent for another institution in the University System of Maryland, such institution is the party in interest under the Contract, and will be identified on the P.O. For such contracts, all rights and liabilities of UMB pursuant to the Purchase Order and applicable law shall be the rights and liabilities of that institution, which the UMB may exercise as agent, and UMB shall have no liability to the Contractor pursuant to the Contract. If more than one person or entity is identified on the P.O. as Contractor, each of them shall have joint and several liability for the performance of this Contract.

2. Conflicting Terms. Any proposal for terms in addition to or different from those set forth in this P.O. or any attempt by the Contractor to vary any of the terms of this P.O. by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this P.O. is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this P.O. may not be waived.

3. Clauses Incorporation by Reference. This Contract consists of the terms and conditions of this P.O. and any amendments of the P.O. All terms and conditions of the solicitation, and any amendment thereto, are made a part of this Contract.

4. Invoices. A separate invoice for this P.O. or for each shipment shall be rendered following shipment. All invoices must be forwarded directly to the Accounts Payable Department, University of Maryland, Baltimore, Saratoga Street Offices, Level 02 Room 02-123, 220 Arch St., Baltimore, Maryland 21201-1531. THE CONTRACTOR'S FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE INCLUDED ON THE FACE OF ALL INVOICES BILLED TO UMB. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State'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 the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

5. P.O. Number. The P.O. number must be stated on all related invoices, delivery memoranda, bills of lading, packages, correspondence, and/or MSDS forms (see para. 18).

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

7. Delivery and Acceptance. Delivery shall be made in accordance with the solicitation specifications. UMB, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. UMB unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. UMB reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. UMB reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

8. Delays. The Contractor agrees to perform the work continuously and diligently, and no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in the Contract.

9. 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.

10. Non-Hiring of Employees; Conflict of Interest. (a) No official or employee of the State, as defined under State Government Article, SS15-102, Annotated Code of Maryland, 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 the contractor or any entity that is a subcontractor on this contract.

11. Non-Discrimination in Employment and Equal Opportunity. (a) The Contractor agrees 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 and to post, and to cause subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

12. Financial Disclosure. The Contractor shall comply with State Finance and Procurement Article, 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more during a calendar year, shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

13. 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.

14. 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, 1977, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

15. Corporate Registration. Pursuant to 7-201 *et seq.* of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

16. Contingent Fees. The Contractor 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, 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.

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

18. 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
Associate Director for EHS
714 West Lombard Street
Baltimore, MD 21201-1010

19. Termination for Convenience. Upon written notice to the Contractor, UMB may terminate this Contract, in whole or in part, whenever UMB shall determine that such termination is in its best interest. UMB shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the 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 & Procedures.

20. Termination for Default. When the Contractor has not performed or has unsatisfactorily performed the Contract, payment shall be withheld at the discretion of the State. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the Contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies & Procedures.

21. Disputes. This Contract shall be subject to USM Procurement Policies & Procedures. Pending the resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

22. Multi-Year Contracts. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

23. 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.

24. Maryland Law. The provisions of this Contract shall be governed by the laws of Maryland.

25. Pre-Existing Policies & Procedures. The USM Procurement Policies & Procedures in effect on the date of execution of this Contract are applicable to this Contract.

26. Indemnification. UMB 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.

27. 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 purchasing order.

28. 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 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.

29. Ethics. This purchase order is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any UMB employee in connection with this procurement.

30. 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 the UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

31. 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.

32. Ownership of Documents. All documents which are prepared by the Vendor and form a part of its services shall be the property of UMB and shall be delivered to UMB upon termination of this Contract if UMB so requests. The Vendor shall be responsible for the protection and/or replacement of any original documents in its possession. UMB shall receive all original drawings and the Vendor shall retain a reproducible copy.

33. 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.

12.00089 (Rev. 1/19)

APPENDIX B

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. 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, or on the basis of 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.

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):

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; or

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

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).

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):

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. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. 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 whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

M. 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.

N. Repealed.

O. 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: _____ (Authorized Representative and Affiant)

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:

Company Name

Signature

Title

Print

Date

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

APPENDIX D

PRICING WORKSHEET

The Vendor _____ Federal I.D. # _____ proposes a _____ % discount from the manufacturer's list price per the listed specifications in SECTION III subsection C.

Shipment will be made in _____ days. _____
(SIGNED) (DATE)

Material is F.O.B. **DESTINATION**. _____
(FID) (PRINT OR TYPE SIGNATURE)

TERMS: NET 30. _____
(TITLE)

All bids submitted must be reviewed and signed by an authorized officer or agent of the firm submitting the bid and are to be returned on these forms. _____
(PHONE NUMBER)

APPENDIX E

Mandated Contractor Reporting of Suspected Child Abuse & Neglect (Long Form)

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/oac/report-a-concern/report-suspected-child-abuse-or-neglect/> 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.

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

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.

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 13S2, 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.

_____ Name of Firm	_____ Bid or Proposal 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.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="margin-left: 150px;">Tier _____,</p> <p style="margin-left: 150px;"><i>if known:</i></p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i> _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p style="text-align: center;">Signature:</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p>	
<p>Federal Use Only</p>		<p style="text-align: center;">Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)</p>

Appendix G

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 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.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it Appendix G

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.

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)

**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:

Appendix I

Authorization and Consent	
52.227-1	
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	When subcontract involves hazardous material	
52.223-3		
& Material Safety Data		
Overseas Distribution of	When subcontract amount exceeds \$200,000	52.204-
7005		
Subcontracts	(DOD only)	

Appendix I

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 52.208-1 Bearings	When subcontract or purchase order requires use of jewel bearings	
Restrictive Markings on Technical Data	When subcontract includes technical data or software acquisition (DOD only)	52.227-7018
Security Requirements 52.204-2	When subcontract involves access to classified information	
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.

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