

**UNIVERSITY OF MARYLAND,  
BALTIMORE (UMB)**

**COMPETITIVE SEALED PROPOSALS  
REQUEST FOR PROPOSAL (RFP)**

**FOR**

**INTERNATIONAL SHIPPING SERVICES  
RFP88923HR**

**Issued: September 28, 2020**

**Deadline for Questions: October 7, 2020 by noon**

**Due Date for Proposals: October 21, 2020 by 2 pm**

**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: Hanta Ralay  
410-706-2094 (phone)  
[hralay@umaryland.edu](mailto:hralay@umaryland.edu) (email)

**Deliver to:** All Proposal emails shall be sent to:  
**proc-oncallbids@umaryland.edu**. The e-mail submission  
subject line shall state **RFP#88923HR** and either  
“Technical” or “Financial.”

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

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

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## INTERNATIONAL SHIPPING SERVICES

### SECTION I: SUMMARY INFORMATION

#### A. **SUMMARY STATEMENT**

The University of Maryland, Baltimore (herein called the “University” or “UMB”) intends to seek a qualified Contractor to provide International Shipping Services, storage and warehousing prior to shipment, and direct pick up from identified supplier (herein collectively called the “Services”) for UMB’s Institute of Human Virology (herein called the “IVH”).

#### B. **ISSUING OFFICE**

**Hanta Ralay**

University of Maryland, Baltimore  
Strategic Sourcing and Acquisition  
Services Saratoga Street Offices  
Level 02 Room 02-100  
220 Arch Street  
Baltimore, Maryland 21201-1531  
**410-706-2094 (phone)**  
**[hralay@umaryland.edu](mailto:hralay@umaryland.edu) (email)**

The sole point of contact in the University for purposes of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to **Hanta Ralay** in writing via email to **[hralay@umaryland.edu](mailto:hralay@umaryland.edu)**.

#### C. **QUESTIONS AND INQUIRIES**

Questions and inquiries should be directed via email to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by the close of business by 12 pm (noon) on Wednesday, October 7, 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](http://www.umaryland.edu/procurement/ebid-board)**.

#### D. **DELIVERY OF PROPOSALS**

Proposals must be delivered to:

##### **E-mail submissions**

- a. Proposals shall be submitted electronically to the Issuing Office as a Portable Document Format (PDF). Proposers must submit their responses via email to **[hralay@umaryland.edu](mailto:hralay@umaryland.edu)** with a carbon copy (CC) to **[proc-oncallbids@umaryland.edu](mailto:proc-oncallbids@umaryland.edu)**. Price Proposals are to be submitted as a separate email from the Technical Proposal. For Technical Proposals the file name shall be **Technical Proposal, RFP#88923HR, [Your Company Name]**. For Price Proposals the file name shall be **Price Proposal, RFP#88923HR, [Your Company Name]**.
- b. Responses shall be identified in the email subject line with **RFP#88923HR [Your Company Name]**. Due to attachment file size constraint of 25 megabytes (MB) total

attachment size per email message, Proposers may need to split large files/and or submit multiple emails to keep to under 25MB per email. If your proposal is submitted in more than one email clearly identify the number of the submission in the email subject (e.g. **RFP#88923HR, Email 1 of 2 [Your Company Name], RFP#88923HR, Email 2 of 2 [Your Company Name]** and ‘**Technical**’ or ‘**Financial**’).

- c. The Procurement Officer will not accept submissions after the date and exact time stated in this RFP. The date and time of submission is determined by the date and time of arrival in the Procurement Officer’s e-mail box. Time stamps on outgoing email from Contractors shall not be accepted. Requests for extension of this date or time will not be granted. If a proposal requires multiple emails to submit, then the date and time of arrival in the Procurement Officer’s e-mail box of the last email submitted will be used to determine timeliness of the response. It is the Proposer’s sole responsibility to allow enough time to submit in a timely manner,
- d. By providing the Proposal to UMB electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
- e. Hyperlinks to software products sent to UMB’s Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive.
- f. The Procurement Officer will only contact those Proposers with Proposals that are reasonably susceptible for award.

**E. PROPOSAL CLOSING DATE**

In order to be considered, one (1) electronic version of each proposal must arrive via email **October 21, 2020 no later than 2:00 p.m.**

**F. ACCESS TO ISSUING OFFICE - N/A**

**G. PRE-PROPOSAL CONFERENCE**

There will **not** be a Pre-Proposal Conference held in conjunction with the RFP.

**H. DURATION OF PROPOSAL OFFER**

Proposals are to be held valid for 180 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.

**I. TERM OF CONTRACT**

The contract shall be for one year **upon contract award**. The University shall have the option to renew the contract for **three (3) additional one-year terms**; said option(s) to be exercised at the sole discretion of the University.

Rates shall be firm during each contract year. Request for rate increases must be made in writing to the Strategic Sourcing and Acquisition Services not less than ninety (90) days prior to the Contract anniversary date. All other terms and conditions shall remain the same.

It will be UMB's sole option to approve, or not, any such price adjustment.

UMB will use the U.S. Bureau of Labor Statistics, Producer Price Index (PPI) to monitor any such price adjustment request for reasonableness. UMB will use the Industry Data, Freight transportation arrangement, freight forwarding PCU 4885104885101 and will use the January 2020 index of 94.1 as the benchmark. All such price adjustment requests will be calculated using a simple percentage method. In all instances UMB will use the base period data in effect at the time of the receipt of responses to the RFP.

**The following example illustrates the computation of percentage change:**

<b>PPI for current period:</b>	<b>150.252</b>
<b>Less PPI for previous period:</b>	<b>147.362</b>
<b>Equals index point change:</b>	<b>2.89</b>
<b>Divided by previous period PPI:</b>	<b>147.362</b>
<b>Equals:</b>	<b>.0196</b>
<b>Results multiplied by 100:</b>	<b>.0196 x 100</b>
<b>Equals Percentage change:</b>	<b>1.96%</b>

**J. EVALUATION OF OFFERS**

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

**K. PROPOSAL ACCEPTANCE**

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

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

The Contract to be entered into as a result of this RFP (the "Contract") shall be by and between the offeror as contractor and the University in the form of a University Contract and shall contain the provisions included herein as **Appendix A**, Service Contract, and Contract Affidavit 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 **Appendix C and Appendix D** (Service Contract and Contract Affidavit) and will execute a contract on that form upon request by University of

Maryland, Baltimore.

**M. PROPOSAL AFFIDAVIT AND CERTIFICATIONS**

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

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

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

**O. ELIGIBILITY TO PURCHASE - N/A**

## INTERNATIONAL SHIPPING SERVICES

### SECTION II: GENERAL INFORMATION FOR VENDORS

#### A. **PURPOSE**

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for International Shipping Services described herein. Proposals will be received for the items/services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

#### B. **GENERAL INFORMATION FOR VENDORS**

1. Proposals must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.
2. Each offeror must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.
3. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate offerors for proposal preparation expenses.
4. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.
5. Before the award of a contract, University of Maryland, Baltimore may require the offeror to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the offeror.

#### C. **ADDENDA/AMENDMENT TO THE RFP**

If it becomes necessary to revise any part of the RFP, addenda/amendments will be posted to the eBid Board at [www.umaryland.edu/procurement/ebid-board](http://www.umaryland.edu/procurement/ebid-board). **It remains the responsibility of prospective Offerors to check the website frequently until the proposal due date for any addenda/amendments issued prior to the submission of Proposals.** Addenda/amendments made after the due date of for proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

An acknowledgement of the receipt of all amendments (**Appendix H**) and addenda issued before the proposal due date shall be required from all vendors submitting a proposal.

#### D. **CANCELLATION OF THE RFP**

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



**E. ORAL PRESENTATION**

Vendors who submit proposals may be required to make individual presentations to University representatives in order to clarify their proposals.

**F. INCURRED EXPENSES**

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

**G. ECONOMY OF PREPARATION**

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

**H. ACCEPTANCE OF TERMS AND CONDITIONS**

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

**I. PROCUREMENT REGULATIONS**

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

**J. MULTIPLE PROPOSALS**

Vendors may not submit more than one proposal.

**K. ALTERNATE SOLUTION PROPOSALS**

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

**L. CONTRACTOR RESPONSIBILITIES**

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

**M. PUBLIC INFORMATION ACT**

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, 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 proposal with a proprietary statement). Failure to comply may result in rejection of your proposal.

**N. MINORITY BUSINESS ENTERPRISE NOTICES**

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

**O. 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.

**P. 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.

**Q. RFP RESPONSE MATERIALS**

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

**R. PROPOSAL SECURITY - N/A**

**S. DEBRIEFING OF UNSUCCESSFUL OFFERORS**

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

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

**T. MARYLAND PUBLIC ETHICS LAW, TITLE 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.

**U. 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.

## INTERNATIONAL SHIPPING SERVICES

### SECTION III: TECHNICAL REQUIREMENTS & SPECIFICATIONS

#### A. **BACKGROUND AND SCOPE OF PROJECT**

The University of Maryland, Baltimore (UMB) 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.

The overall purpose of this RFP is to invite qualified contractors to prepare and submit a proposal to furnish International Shipping Services, storage and warehousing prior to shipment, and direct pick up from identified manufacturers to UMB described herein in accordance with all applicable laws, regulations, and the requirements defined throughout this RFP. Bids will be received for the services specified herein or attached hereto under the terms, conditions, and general specifications of this solicitation.

#### B. **DEFINITION**

For the purposes of this solicitation, the following definitions apply:

1. IATA: International Air Transport Association
2. FAA: United States Federal Aviation Administration
3. USDOT: United States Department of Transportation
4. AES: Automated Export System
5. U.S. Customs: United States Customs
6. USDA: United States Department of Agriculture
7. U.S. CPSC: United States Consumer Product Safety Commission
8. U.S. EPA: United States Environmental Protection Agency
9. U.S. FDA: United States Food and Drug Administration
10. FTC: Federal Trade Commission
11. CDC: Centers for Disease Control and Prevention
12. DG: Dangerous Goods
13. DGR: Dangerous Goods Regulations
14. ERG: Emergency Response Guidebook
15. PHMSA: United States Department of Transportation  
Pipeline and Hazardous Materials Safety Administration
16. CRF: Clean Report of Finding
17. IDR: Import Duty Report
18. TSA: Transportation Security Administration
19. DDP: Delivered Duty Paid
20. CIP: Carriage and Insurance Paid
21. AWB: Air Way Bill
22. PEPFAR: President Emergency Plan for AIDS Relief

## C. **SPECIFICATIONS**

The following provides specifications and characteristics of the equipment, services, and provider. The characteristics have been designated as being either mandatory or desirable.

Offerors are asked to reply to each specification addressed with completeness and accuracy. Offerors are not to reply with YES or NO answers only. Offerors must describe in detail and provide evidence supporting the qualifications where applicable in the order listed below and in response to this RFP.

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.

### 1. **MANDATORY REQUIREMENTS**

To be considered offering firms **must** meet the mandatory requirements below and complete **Appendix E – Company Profile Form** and **Appendix F – Contract Experience/Reference Form** attached to the RFP and submit with bid.

- a. Have a minimum of three (3) years verifiable successful experience in the last five (5) years in providing international shipping to PEPFAR supported countries in Africa and the other range of services specified in this RFP as a primary vendor for at least three (3) accounts of similar size, complexity, and business volume.
- b. Provide proof of established warehousing capability within US and Africa.
- c. Have warehouse operations designed to receive direct shipments on behalf of UMB in addition to picking up shipments from UMB suppliers when required.
- d. Have representative(s) available 24/7 due to time zone difference.
- e. Provide door-to-door service delivery and/or USAID Mission delivery, as well as, delivery to the airport. The delivery terms must be Delivered Duty Paid (DDP, named place of destination) for door-to-door shipments while door-to-port delivery incoterm will be CIP.
- f. Possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.
- g. Have licensed Custom Broker available or established in PEPFAR supported countries listed in Appendix K.
- h. Be able to demonstrate and show evidence of having the capability to provide the required services by possessing adequate available resources, including personnel and appropriate facilities, order processing, support, systems, organization structure, operation controls, quality control, and other related factors.
- i. Have and provide proof of current IATA Certification with bid submission. \_\_\_\_\_

## **2. GENERAL SERVICES REQUIREMENTS**

In the Contractor's Technical response, the Contractor must complete **Appendix N – General Services and Desired Function Requirements Matrix** attached to the RFP and submit with

- a. Have the ability to schedule and pick up both palletized and non-palletized shipments from UMB in addition to providing same day pickup service when requested. Be responsible for picking up small amounts of supplies from UMB – IHV on an as needed basis: (ex. computers, other boxes, single boxes under 150 lbs., not palletized at UMB- IHV. Pick up approximately bi-weekly at the following location:

**725 W. Lombard St., Suite 449N  
Baltimore, MD 21201**

- b. Schedule airline and/or ocean-liner space. Shipments will be scheduled according to workload demands but will be a minimum of once per month. Shipments by air are preferred to deliver as quickly as possible.
- c. Maintain a secured warehouse in the United States to receive supplies/equipment associated with this contract and provide shipment consolidation services with warehouse preferably within 250 miles of UMB/IHV for same day pick up and drop off in a timely fashion during the University's business hours. Some of the supplies/equipment may require shipment directly to an offeror's warehouse from suppliers. The suppliers are responsible for transportation of supplies/equipment to offeror's warehouse; however, offeror may be asked to pick up from supplier at the following address:

**VWR International 503 Heron Drive  
Bridgeport, NJ 08014**

- d. Make certain inventory and storage includes--but is not limited to--the following:
  - i. Ability to pick up from UMB and/or VWR and transport consumables/small equipment to a warehouse where items will be inventoried by offeror per spreadsheet inventory provided by UMB.
  - ii. A warehouse capacity that allows for orderly receipt, segregation, and storage of various categories of products.
  - iii. Inventory verification documentation that is sent to UMB for review and authorization prior to re packaging/shipping out of the US.
  - iv. An implemented system to keep track of box numbers and contents, collection dates, and all documents associated with each consignments picked up from UMB and/or supplier.
  - v. Packaging during inventory to combine small boxes/packages is preferred to reduce the number of boxes being shipped.
  - vi. Re-packaged boxes must be given a unique identifier and supplementary document provided that links the UMB box numbers to the new. Re-packaged boxes (when shipments are picked up from UMB). Capacity to

- store large volumes of boxes/packages until given the “green light” to ship by UMB (storage up to 1-3 months, when necessary).
- vii. A complete set of shipping documents must be encased in a weather proof envelope and affixed to the exterior of each pallet.
- e. Make certain Cold Chain maintenance includes--but is not limited to--the following:
  - i. Ability to replenish dry ice every 48-72 hours (even when in country waiting for clearance, in PEPFAR supported countries) or store in -20°C conditions with replenishment at each stop to ensure proper maintenance of package temperature during entire transit of -20°C to -80°C.
  - ii. Ability to replenish “like” frozen gel packs every 72 hours (even when in country waiting for clearance, in PEPFAR supported countries) or store in 2°-8°C conditions with replenishment at each stop to ensure proper maintenance of package temperature during entire transit of 0° to 15°C.

Note: There will be some Dangerous Goods Items that will require transportation by sea such as Liters of Ethanol.

- f. Conduct an inspection of the supplies/equipment being delivered to Offeror’s warehouse for at least the following:
  - i. Box and/or supply count
  - ii. Inspection for damage or loss
  - iii. General integrity of delivery for compliance with source and origin as specified on the original purchase order.
- g. Provide legible reports via email to UMB-IHV and Country specific POC’s provided by UMB-IHV team. Type of reports to include but not be limited to:
  - i. Detailed receiving report.
  - ii. Email packing list received from delivery of supplier within 48 hours.
  - iii. Email a weekly report of inventory on-hand in warehouse.
  - iv. Email UMB-IHV verification receipt of all goods received against the manufactures packing slip, UMB’s Purchase Order, and delivery of supplies/equipment.
- v. Provide a pre-shipment alert documentation prior to shipments to POC.
- h. Complete all appropriate import/export documents required by rules, regulations, classification, packaging, marking and labeling, manifesting ordinances, and other documentation applicable of the IATA, FAA, TSA U.S. Customs, U.S. DOT, U.S. CPSC, U.S. EPA, U.S. FDA, FTC, state and local agencies for hazardous goods, shipping manifests, commercial invoice, packing list, valued inventory, Insurance Certificate, airway bill (AWB), file entry documents, any other documents that may be needed to be filed for entry of cargo, and any final paper.
  - i. Complete and process Import Certificate from office of Federal Minister of Finance, prior to export.
  - j. Complete letter of instructions with U.S. Census Bureau – “Schedule B: Statistical Classification of Domestic and Foreign Commodities Exported from the United States”.
  - k. File export declaration electronically via AES (Automated Export System).
  - l. Have the ability to pack supplies/equipment being exported to prevent damage, and/or deterioration. All supplies/equipment, where applicable, must be



skidded, blocked, palletized, or bundled to allow protection in transit, and accessible for loading and unloading.

- i. All packing must conform to state, local, IATA, FAA, USDOT, and all other international shipping requirements.
- ii. Provide and affix all labels, emblems, tags, decals, stencils, packing list, lot labels to pallet/boxes and any other required identification materials. This is to identify UMB-IHV cargo, identify number of pallets, and identify what is being shipped (packing list), and identify final destination: in the addresses listed in Appendix K.
- iii. Packing should be in the most economical and efficient manner for shipping to PEPFAR supported countries primarily in Sub-Saharan Africa. The Contractor is responsible for ensuring the most cost effective, efficient, and secured methods of shipping between UMB and addresses listed in Appendix K.
- m. Have customs broker ensure cargo is moved through customs in a timely manner to ensure delivery to its final destination at the addresses listed in Appendix K.
- n. Have a method for reporting and tracking information either online or via personal communication of all air and cargo shipments to UMB or Recipients when necessary.
- o. Schedule, pre-alert, and track shipments to the addresses listed in Appendix K.
- p. Inform all Customs Officials about the CRF, IDR Requirements, and any other requirements.
- q. Provide airport transfer from Contractor's warehouse to airport and/or seaport.
- r. Prepare required documents: commercial Invoice, Packing list, Valued Inventory, Insurance Certificate, Master Airway Bill (AWB).
- s. Fully equipped and capable of providing efficient shipping services of medical and lab supplies, medical and lab equipment, general office supplies, and laboratory hoods, but not limited to, the following:
  - i. International Airfreight Forwarding
  - ii. International Seafreight Forwarding
  - iii. In Country Forwarding (United States, Nigeria, Zambia, and Bostwana)
  - iv. Customs Clearance
  - v. Pick-up/Transport Delivery
  - vi. Packing and Crating
  - vii. Warehouse
- t. Provide replacement Insurance. Insurance value to be declared at replacement value DDP (Delivered duty Paid) 120%. DDP addresses listed in Appendix K.
- u. Offeror must provide proof of warehouse in Africa to store commodities prior to delivery.
- v. Offeror must deliver shipment at locations found in Appendix K.

### **3. INVOICES/BILLING REQUIREMENTS**

- a. Invoices must be rendered monthly to the satisfaction of the University's designated representative and shall be payable as provided. The State of Maryland provides payments on a net 30-day basis for University approved invoices. As a State agency, UMB is normally prohibited from paying for



products or services in advance. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UMB, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

- b. Invoices must include the following information:

Vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due, Detailed Description, and the Purchase Order Number(s) being billed. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

#### **4. DESIRED FUNCTIONAL REQUIREMENTS**

In the Contractor's Technical response, the Contractor must complete **Appendix N – General Services and Desired Function Requirements Matrix** attached to the RFP and submit with

- a. Up to date current tracking of shipments (via online or by phone or other tracking mechanism)

#### **5. UNIVERSITY RESPONSIBILITIES**

- a. University will provide Contractor with documentation of authorization for pre- shipment inspection of import exempt shipments of supplies/equipment to diplomatic consulate missions and international organizations from inspection; Such imports to diplomatic communities are not subject to inspection, issuance of Clean Report of Findings (CRF), and Import Duty Report (IDR)
- b. University will provide notification to Contractor when orders are placed, that will be delivered to Contractor's warehouse, as well as when supplies/equipment needs to be picked up from UMB - IHV.

**725 W. Lombard St., Suite 449N  
Baltimore, MD. 21201**

- c. University will provide a list of items on the Purchase Order(s) being shipped to Contractor's warehouse (ex. lab and clinical supplies/equipment, general office supplies, computers, and large lab equipment such as biological hoods).
- d. University will provide value of shipment prior to shipping.

#### **6. FEDERAL REQUIREMENTS**

Contractor is responsible to meet all domestic and international regulations when executing any aspects of this solicitation, to include but not limited to Title 49CFR

Parts 111, 172, 173, 77, 178, and International Air Transport Association (IATA).

7. **OPEN SKIES** – Intentionally Omitted

8. **SHIPMENT OF HOUSEHOLD GOODS AND/OR VEHICLES**

This Contract **must not** be used to ship any personal items/household goods and/or vehicles. If Contractor is found shipping these any personal items, the Contractor will be deemed in Default of the contract.

9. **PRICING REQUIREMENTS**

All pricing must be inclusive of any and all fees, charges, and insurance on each Price Sheets by Offeror completing **Appendix JI to JX**. All pricing must be extended to the Extended Total column and then Extended Totals are to be listed in Price Sheet JX to yield Total Price.

10. **INSURANCE REQUIREMENTS**

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 UMB. 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.

**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.

- e. 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.
  - f. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude UMB or participation institutions from supervising or inspecting the operations of the contractors as the end result.
  - g. 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.
  - h. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the 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.
  - i. 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 must 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 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 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:
    - a. 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
    - b. Purchase an extended (minimum three (3) years) reporting period endorsement for the policy or policies in force during the term of this

contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself, and

- c. The “retroactive date” must be effective prior to the inception of the work under this contract, and
- d. No “sunset” clauses shall apply.

**A CERTIFICATION FORM FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT MUST BE PROVIDED WITH OFFEROR’S BID SUBMISSION.**

The successful Contractor must submit their Certificate of Insurance (COI) within 5 calendar days of award to the Attn: Hanta Ray at [hralay@umaryland.edu](mailto:hralay@umaryland.edu).

## INTERNATIONAL SHIPPING SERVICES

### SECTION IV. EVALUATION AND SELECTION PROCEDURES

#### A. **EVALUATION AND SELECTION COMMITTEE**

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

#### B. **EVALUATION PROCEDURE**

Qualifying Proposals – The Committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a vendor's proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. Any alternate solution proposal submitted (if permitted by this document) must be complete and will be subject to a full and independent evaluation. In addition, the vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be scored according to the criteria listed below.

#### C. **TECHNICAL EVALUATION**

After determining compliance with the mandatory requirements in this RFP, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the State's best interest.

Based on the selection committee's initial review of proposals, the Issuing Office may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. The University reserves the right to make an award with or without negotiation. Only those vendors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process.

#### D. **MINIMUM TECHNICAL SCORE** Vendors must achieve a minimum technical score of **75%** of the total points available for the technical evaluation in order to be considered for further evaluation. Vendors not achieving this minimum technical score will have their financial volumes returned to them.

**E. FINANCIAL EVALUATION**

The separate cost volume of each qualified proposal will be distributed to the committee following the completion of the technical evaluation. The committee will determine total costs of the proposals in order to establish a financial ranking of the proposals, from lowest to highest total cost. If a numeric scoring system is used, the lowest total cost will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

Prompt payment discounts offered for payment within less than 30 calendar days will not be considered in evaluating offers for award. However, offered discounts of less than 30 days will be taken if payment is made within the discount period, even though not considered in the evaluation for award.

**F. FINAL RANKING AND SELECTION**

If a numeric scoring system is used, the resulting scores from the technical and financial evaluation of proposals will be used as a guide in determining the successful offeror(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures in its recommendation of award to the Procurement Officer. Technical merit will be given greater weight than the cost.

**G. CRITERIA FOR TECHNICAL EVALUATION**

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

**TECHNICAL PROPOSAL**

Evaluation Criteria

1. Company Profile/Company Experience/Background/References
2. General Capabilities by Response to General Service Requirements
3. Approach to Desired Functional Requirement

## **INTERNATIONAL SHIPPING SERVICES**

### **SECTION V. INFORMATION REQUIRED IN VENDOR PROPOSALS**

#### **A. TRANSMITTAL LETTER**

A transmittal letter shall accompany the Technical Proposal. A transmittal letter must be prepared on the vendor's business stationery. The purpose of this letter is to transmit the proposal; 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 proposal.

The Transmittal must 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 must also be marked.

#### **B. TWO VOLUME SUBMISSION**

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the cost data are distributed to the Evaluation and Selection Committee. Consequently, each proposal must be submitted as two separate enclosures as indicated below. Failure to do so may constitute disqualification of a vendor's proposal.

#### **C. VOLUME I – TECHNICAL**

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

1. Management Summary
2. Compliance with RFP Specifications
3. Financial Condition or Annual Report
4. Certification to provide insurance as required
5. Bid/Proposal Affidavit



The **Management Summary** should contain a brief synopsis of the needs of the University relative to this RFP and the solution that the vendor is offering through their proposal.

The **Compliance with RFP Specifications in Section III. C** is to be prepared in the same sequence as the Specifications section of this RFP. The proposal must be expressly clear as to whether or not the vendor can satisfy each point of the RFP specifications. This section is not to be prepared with YES or NO replies only. The vendor must describe how they will provide the (services/products) specified to satisfy the stated requirements or conditions. **NOTE: Financial Condition or Annual Report must be included in this section.**

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

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

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

#### **D. VOLUME II – FINANCIAL**

This volume must be submitted in a separate email and apart from the technical volume. It must contain the following:

Complete price information for all equipment and/or services proposed including any and all discounts.

Proposer must use the same pricing format required by the University in this RFP by completing the **Price Proposal Form** only as provided in the **Price Proposal Instruction and Price Proposal Forms in Appendix J.**

#### **E. SUBMISSION**

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

##### **1. Company Profile/ Company Experience/Background/References**

- a. Contract Experience: The Proposer must complete a **Contract Experience/Reference Form (Appendix F)** for three (3) contracts in which the Proposer has worked on in the past three to five years. These contracts should be comparable in size and complexity as

described herein for UMB. In completing the form, the Proposer must include the following:

- i. Name, address, contact person, email address, telephone number (inclusive of area code) and fax number for the Owner/Client;
- ii. A brief, but informative description of the contract to include, but not be limited to, target activity and outcome;
- iii. Contract type: i.e., profit and loss, management fee, subsidy;
- iv. The contract term (start date, completion date).

NOTE: The University reserves the right to contact any of your current customers where you are providing services.

- b. Contract References: All references for the contracts noted above will be checked during the Technical Evaluation Phase. The University reserves the right to verify all information given if it so chooses, as well, to check any other sources available including itself even if not provided as a reference by the Proposer.

Please be sure that accurate information is provided and that the contact person is capable of speaking to your firm's capability in performing the services required.

- c. Company Background: The Proposer must complete the enclosed **Company Profile Form** (Appendix E).

## **2. General Capabilities by Response to General Service Requirements**

Offeror must complete **Appendix N – General Services and Desired Function Requirements Matrix form.**

## **3. Desired Functional Requirements**

Offeror must complete **Appendix N – General Services and Desired Function Requirements Matrix form.**

## **INTERNATIONAL SHIPPING SERVICES**

### **SECTION VI. 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 -	Service Contract
APPENDIX D-	Contract Affidavit
APPENDIX E -	Company Profile
APPENDIX F -	Contract Experience/Reference Form
APPENDIX H-	Acknowledgment of Receipt of Addenda Form
APPENDIX I-	Certification Regarding Investment Activities in Iran
APPENDIX J-	Price Proposal Forms
APPENDIX K-	Delivery Locations
APPENDIX L-	Sample Shipment and Projected Shipment to Nigeria
APPENDIX M-	Inbound Weights and Projected Shipment to Nigeria
APPENDIX N-	General Services and Desired Function Requirements Matrix Form
APPENDIX O-	Offeror's Mandatory Bid Submission Checklist

## 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.umb.edu](http://www.procurement.umb.edu) <<http://www.procurement.umb.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. Authority

I HEREBY AFFIRM THAT:

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

#### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

##### B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

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

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or



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

#### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

##### I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

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

(ii) Not overturned on judicial review;

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

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

(ii) Not overturned on judicial review;

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

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

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)-(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

##### I FURTHER AFFIRM THAT:

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

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#### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

##### I FURTHER AFFIRM THAT:

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

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

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#### G. SUB-CONTRACT AFFIRMATION

##### I FURTHER AFFIRM THAT:

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

#### H. AFFIRMATION REGARDING COLLUSION

##### I FURTHER AFFIRM THAT:

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

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

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

#### I. CERTIFICATION OF TAX PAYMENT

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

#### J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

#### K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

I FURTHER AFFIRM THAT:

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

#### M. I FURTHER AFFIRM THAT:

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

#### N. ACKNOWLEDGEMENT

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

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

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

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

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

(Revised July, 2020)

## SERVICE CONTRACT

**Contract No.** RFP88923HR

**University of Maryland, Baltimore**

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

- 1. SCOPE:** To furnish International Shipping Services, storage and warehousing prior to shipment, and direct pick up from identified manufacturers to UMB.
- 2. TERM:** The contract shall be for one year **upon contract award**. The University shall have the option to renew the contract for **three (3) additional one-year term** said option(s) to be exercised at the sole discretion of the University.
- 3. COMPENSATION AND METHOD OF PAYMENT:** As compensation for satisfactory performance of the work described herein, the University will pay the Contractor an amount not to exceed \$\_\_\_\_\_ **unless agreed upon by both parties in writing.**

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

The Contractor shall be paid only for items or services that are specifically named in this contract. No additional costs for items or services will be paid by the University without its prior express written consent.

- 4. INVOICING:** Invoices shall be rendered\_\_\_\_\_to the satisfaction of the University's designated representative and shall be payable as provided. The work shall be delivered free from all claims, liens, and charges whatsoever.
- 5. PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by Public Service Commission of Maryland with respect to regulated public utilities, as applicable are prohibited.
- 6. LIABILITY:** All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from employees when required by law.

Contractor agrees to indemnify and save the University harmless from any claims or demands (including the costs, expenses, and reasonable attorney's fees on account thereof) that may be made: (1) by anyone for injuries to persons or damage to property resulting from Contractor's acts or

omissions or those of persons furnished by Contractor or (2) by persons furnished by Contractor or Contractor's subcontractors under Workmen's Compensation or similar acts. Contractor also agrees to defend the University at its request, against any such claim or demand. The University agrees to notify Contractor promptly of any known written claims or demands against the University for which Contractor is responsible hereunder.

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

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

**7. COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:

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

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

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

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

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

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

**12. NON-HIRING OF EMPLOYEES:** No official or employee of the State of Maryland, as defined under State Government Article, SS 15-102, Annotated Code of Maryland, whose duties as such official or employee include matter relating to or affecting the subject matter of this contract, shall, during the pendency or term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

**13. DISPUTES:** This contract shall be subject to the USM Procurement Policies and Procedures pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

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

**15. NON-DISCRIMINATION IN EMPLOYMENT:** the Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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

**17. PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this contract are applicable to this contract.

**18. DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever, during the progress of any portion of the work specified in this contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State of Maryland in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or

suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**19. COST AND PRICE CERTIFICATION:**

A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

(1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or (2) a change order or contract modification expected to exceed \$100,000, or smaller amount set by the procurement officer.

B. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

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

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

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



**23. POLITICAL CONTRIBUTION DISCLOSURE:** Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Section 14-101*et seq.* which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$200,000 or more from public business, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the lease or contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

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

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

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

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

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

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

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

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

**31. RIGHTS IN INVENTIONS:** For the consideration payable under this Contract, Contractor agrees to report any invention arising out of the Work required by this Contract to University of Maryland, Baltimore. University of Maryland, Baltimore shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Contractor hereby assigns all right, title and interest in and to inventions made in the course of the Work to University of Maryland, Baltimore and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

**32. COPYRIGHTS:** For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. University of Maryland, Baltimore shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the University of Maryland, Baltimore.

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

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

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

**36. ANTI-BRIBERY:** The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1997, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

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

**38. OSHA: MSDS:** All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to: University of Maryland, Baltimore, Assoc. Director for EHS, 714 West Lombard Street, Baltimore, MD 21201-1010.

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

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

**41. MANDATED CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE & NEGLECT:** The University of Maryland, Baltimore (UMB) and the University System of

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

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

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

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

Contract No. RFP88923HR

AGREED TO:

AGREED TO:

University of Maryland, Baltimore

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX D

### CONTRACT AFFIDAVIT

#### A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

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

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

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

#### C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

#### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

#### E. DRUG AND ALCOHOL FREE WORKPLACE

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

#### I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business's policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;
  - (h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

#### F. CERTAIN AFFIRMATIONS VALID

##### I FURTHER AFFIRM THAT:

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

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

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

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

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

(Revised July, 2020)



## APPENDIX E

(Page 1 of 4)

### COMPANY PROFILE

RFP88923HR

1. Company Name: \_\_\_\_\_
2. Address of Company: \_\_\_\_\_
3. Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_
4. Phone Number: \_\_\_\_\_ Toll Free Phone Number: \_\_\_\_\_
5. Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_
6. Number of Geographic Location(s): \_\_\_\_\_
7. Locations of established warehouse capabilities in the USA and Africa and their function:  
Complete Address: \_\_\_\_\_ Function: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Location of the branch office that will service the University to receive direct shipments on behalf of UMB in addition to picking up shipments from UMB suppliers when required.  
\_\_\_\_\_
9. 

Branch Office	Total Company	Branch Office Which Will Service UMB:
Total Number of Employees:	_____	_____
Professional Staff:	_____	_____
Administrative Staff:	_____	_____
Clerical Staff:	_____	_____
10. Please describe your company's normal business hours. List services available after normal business hours and provide information on who will be assigned UMB's contract during normal and after normal business hours.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Explain your company's ability to provide door-to-door service delivery and/or USAID Mission delivery, as well as, delivery to the airport. The delivery terms must be Delivered Duty Paid (DDP, named place of destination) for door-to-door shipments while door-to-port delivery incoterm will be CIP.  
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## APPENDIX E

(Page 2 of 4)

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12. Does your company possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP. If yes, please explain and/or list some examples.

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13. Provide a list of custom brokers available or established in PEPFAR supported countries that your company has used to include name and address of company and if possible proof of established relationship or previous conducted.

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14. Type and size of customer serviced: \_\_\_\_\_

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15. Describe the range of services provided: \_\_\_\_\_

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16. Numbers of years in business: \_\_\_\_\_

17. Does your company have systems in place to handle orders, in an efficient and timely manner, emergencies during business and non-business hours? If yes, please describe. \_\_\_\_\_

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18. Describe your customer service and quality control programs. \_\_\_\_\_

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19. How do you ensure consistency in the following areas?

- a) Consistent pricing on all services
- b) Consistent discounts
- c) Consistent service levels

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20. Please specify your company’s performance standard in the following stand service categories:

- a) Service response time
- b) On-time pick-up
- c) On-time delivery
- d) Customer notification of delays
- e) Billing accuracy
- f) Other, please specify

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21. Please provide a statement describing your company’s ability to supply all the services required by this RFP, including any plan to subcontract any portion of the work.

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## APPENDIX E

(Page 4 of 4)

22. Total company annual sales volume for all services:

2018: \_\_\_\_\_ 2019: \_\_\_\_\_ 2020: \_\_\_\_\_

23. Do you have a current IATA Certification? If yes, please include with bid submission.

Yes:                      No:

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

**CONTRACT EXPERIENCE/REFERNECE FORM**  
RFP88923HR

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

The Offeror must complete this form and provide three (3) references on contracts of similar scope, size, and complexity performed within the last five (5) years. Contracts may be from both private and public sector clients. However, all three (3) contracts must demonstrate experience that are similar to the UMB scope of work in this RFP. The contact should be someone who can confirm the actual quality and capability of the Offeror's completed work.

<b>Company/Institution Name:</b>		
<b>Company Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Contact Name:</b>		
<b>Contact E-Mail Address:</b>		
<b>Contact Phone Number:</b>	<b>Contact Fax Number:</b>	
<b>Contract Location (s):</b>		
<b>Contract Type:</b>		
<b>Contract Services Dates:</b>		
<b>Contract Value: \$</b>	<b>Contract Sales Volume: \$</b>	
<b>Description of services performed:</b>		

## CONTRACT EXPERIENCE/REFERNECE FORM

RFP88923HR

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

<b>Company/Institution Name:</b>		
<b>Company Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Contact Name:</b>		
<b>Contact E-Mail Address:</b>		
<b>Contact Phone Number:</b>	<b>Contact Fax Number:</b>	
<b>Contract Location (s):</b>		
<b>Contract Type:</b>		
<b>Contract Services Dates:</b>		
<b>Contract Value: \$</b>	<b>Contract Sales Volume: \$</b>	
<b>Description of services performed:</b>		

<b>Company/Institution Name:</b>		
<b>Company Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Contact Name:</b>		
<b>Contact E-Mail Address:</b>		
<b>Contact Phone Number:</b>	<b>Contact Fax Number:</b>	
<b>Contract Location (s):</b>		
<b>Contract Type:</b>		
<b>Contract Services Dates:</b>		
<b>Contract Value: \$</b>	<b>Contract Sales Volume: \$</b>	
<b>Description of services performed:</b>		

APPENDIX H

**ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENT**

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

SOLICITATION NO. RFP88923HR

SOLICITATION DUE: October 21, 2020 by 2 pm

SOLICITATION FOR: International Shipping Services

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



APPENDIX I

**CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

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

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

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

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

Or;

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

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

## APPENDIX J

### Instructions for Price Sheets

For Appendices J-1 to J-X

1. All pricing must be inclusive of any and all fees, charges, and insurance on each Price Sheet.
2. All pricing must be extended to the Extended Total column and a Total given at the end of each Price Sheet. Then these Total are to be extended to Attachment XIII to derive to the Total Bid Price.
3. Bidders must fill in all lines and complete extension. If line item is not applicable/no charge, please enter “0” in the appropriate field(s).
4. In case of an error Unit Cost will prevail.
5. Bidders are not to alter, add to, and/or delete anything from the Price Sheets and must complete the actual Price Sheets provided.

NOTE: The quantities provided are estimates and the University cannot guarantee any volume of services/tasks to the successful Contractor.

**PRICE SHEET**  
**THEORETICAL AIR SHIPMENT**

<u>Description</u>	<u>Qty</u>	<u>UM</u>	<u>Rate</u>	<u>Total Cost</u>	<u>Extended Total</u>
<b>A.</b> Pick-Up: from UMB-IHV and deliver to Contractors Warehouse	11,602	pounds	\$_____per pound	\$_____	\$_____
<b>B.</b> Storage: Warehouse	30	days	\$_____per day	\$_____	\$_____
<b>C.</b> Receiving & Inventory	11,602	pounds	\$_____per pound	\$_____	\$_____
<b>D.</b> Forwarding & Air Freight Charges: Origin: Contractor's Warehouse or UMB-IHV Destination: Lusaka, Zambia					
1 – 100 Kgs	100	Kgs	\$_____per Kgs	\$_____	\$_____
101 – 500 Kgs	500	Kgs	\$_____per Kgs	\$_____	\$_____
501 – 1000 Kgs	1,000	Kgs	\$_____per Kgs	\$_____	\$_____
1001 – 5000 Kgs	5,000	Kgs	\$_____per Kgs	\$_____	\$_____
<b>E.</b> 28 skids 48x48x56 (602 cases)	5,273	Kgs	\$_____per Kgs	\$_____	\$_____
<b>F.</b> Customs Clearance Charges (based on 5,273 Kgs) Lusaka, Zambia airport to U.S. Embassy, Zambia	1	ea	\$_____	\$_____	\$_____
<b>G.</b> Inland Delivery Charges (based on 5,273 Kgs) Destination: U.S. Embassy, Lusaka, Zambia	1	ea	\$_____	\$_____	\$_____
<b>H.</b> Total Value of Appendix J-I - Sample Shipment \$70,657 Insurance Value to be declared at replacement Value DDP 120% (DDP U.S. Ambassador, U.S. Embassy, Zambia Incoterms 2000) Final destination MGIC Zambia see Appendix K	1ea		\$_____	\$_____	\$_____
<b>(TOTAL = A+B+C+D+E+F+G+H)</b>				<b>TOTAL APPENDIX J-I</b>	\$_____

**PRICE SHEET**  
**THEORETICAL AIR SHIPMENT including COLD CHAIN**

<b><u>Description</u></b>	<b><u>Qty.</u></b>	<b><u>UM</u></b>	<b><u>Rate</u></b>	<b><u>Total Cost</u></b>	<b><u>Extended Total</u></b>
<b>A.</b> Pick-Up: from UMB-IHV and deliver to Contractors Warehouse	565	kgs	\$_____per kg	\$_____	\$_____
<b>B.</b> Receiving & Inventory	565	kgs	\$_____per kg	\$_____	\$_____
<b>C.</b> Forwarding & Air Freight Charges: Origin: Contractor's Warehouse or UMB-IHV Destination: Lusaka, Zambia					
1 – 100 Kgs	100	Kgs	\$_____per Kgs	\$_____	\$_____
101 – 500 Kgs	500	Kgs	\$_____per Kgs	\$_____	\$_____
501 – 1000 Kgs	1,000	Kgs	\$_____per Kgs	\$_____	\$_____
1001 – 5000 Kgs	5,000	Kgs	\$_____per Kgs	\$_____	\$_____
<b>D.</b> Contains	565	Kgs	\$_____per Kgs	\$_____	\$_____
1 skid 48x40x60					
1 skid 48x40x48					
15 cases @ 1243 lbs (COLD CHAIN)					
Refrigerated on gel packs (2-8C) replenish every 72 hours or store in refrigeration					
<b>E.</b> Customs Clearance Charges (based on 565 Kgs) Lusaka, Zambia airport to U.S. Embassy, Zambia	1	ea	\$_____	\$_____	\$_____
<b>F.</b> Inland Delivery Charges (based on 565 Kgs) Destination: U.S. Embassy, Lusaka, Zambia	1	ea	\$_____	\$_____	\$_____
<b>G.</b> Total Value of Appendix J-II - Sample Shipment \$65,952 Insurance Value to be declared at replacement Value DDP 120% (DDP U.S. Ambassador, U.S. Embassy, Zambia Incoterms 2000) Final destination MGIC Zambia see Appendix K (TOTAL = A+B+C+D+E+F+G)	1ea		\$_____	\$_____	\$_____
<b>TOTAL APPENDIX J-II</b>					\$_____

**PRICE SHEET**  
**THEORETICAL OCEAN SHIPMENT\_HAZMAT ONLY**

<b><u>Description</u></b>	<b><u>Qty.</u></b>	<b><u>UM</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total Cost</u></b>	<b><u>Extended Total</u></b>
<b>A.</b> Pick-Up: from UMB-IHV and deliver to Contractors Warehouse	250	pounds	\$_____per pound	\$_____	\$_____
<b>B.</b> Storage: Warehouse	30	days	\$_____per day	\$_____	\$_____
<b>C.</b> Receiving & Inventory	250	pounds	\$_____per pound	\$_____	\$_____
<b>D.</b> Forwarding & Ocean Freight charges: Origin: Contractor's Warehouse U.S Destination: Closest Port of Entry to Zambia	250	pounds	\$_____per pound	\$_____	\$_____
<b>E.</b> Packaging and Handling Charges (based on 250 lbs) For items classified as Hazmat	1	ea	\$_____	\$_____	\$_____
<b>F.</b> Destination Charges & Delivery (based on 250 lbs) Closest Port to U.S. Embassy, Lusaka, Zambia	1	ea	\$_____	\$_____	\$_____
<b>G.</b> Total Value of Appendix J-III - Sample Shipment \$8,000 Insurance Value to be declared at replacement Value DDP 120% (DDP U.S. Ambassador, U.S. Embassy, Zambia Incoterms 2000) Final destination MGIC Zambia see Appendix K		1ea	\$_____	\$_____	\$_____
<b>(TOTAL = A+B+C+D+E+F+G)</b>				<b>TOTAL APPENDIX J-III</b>	\$_____

APPENDIX J-IV Nigeria

**PRICE SHEET  
THEORETICAL AIR SHIPMENT**

<u>Description</u>	<u>Qty.</u>	<u>UM</u>	<u>Rate</u>	<u>Total Cost</u>	<u>Extended Total</u>
Pick-Up: from <u>VWR</u> and deliver to Contractors Warehouse	11,602 pounds		\$_____per _____ pound	\$_____	
Storage: Warehouse	30	days	\$_____per _____ day	\$_____	\$_____
<b>I.</b> Receiving & Inventory	11,602 pounds		\$_____per _____ pound	\$_____	\$_____
<b>J.</b> Forwarding & Air Freight Charges: Origin: Contractor's Warehouse or UMB-IHV Destination: Abuja, Nigeria					
1 – 100 Kgs	100	Kgs	\$_____per Kgs	\$_____	\$_____
101 – 500 Kgs	500	Kgs	\$_____per Kgs	\$_____	\$_____
501 – 1000 Kgs	1,000	Kgs	\$_____per Kgs	\$_____	\$_____
1001 – 5000 Kgs	5,000	Kgs	\$_____per Kgs	\$_____	\$_____
<b>K.</b> 28 skids 48x48x56 (602 cases)	5,273	Kgs	\$_____per Kgs	\$_____	\$_____
<b>L.</b> Customs Clearance Charges (based on 5,273 Kgs) Abuja, Nigeria airport to U.S. Embassy, Nigeria	1	ea	\$_____	\$_____	\$_____
<b>M.</b> Inland Delivery Charges (based on 5,273 Kgs) Destination: U.S. Embassy, Abuja, Nigeria	1	ea	\$_____	\$_____	\$_____
<b>N.</b> Total Value of Appendix J-IV - Sample Shipment \$70,658 Insurance Value to be declared at replacement Value DDP 120% (DDP U.S. Ambassador, U.S. Embassy, Nigeria Incoterms 2000)	1ea		\$_____	\$_____	\$_____
Final destination MGIC Zambia see Appendix K					
<b>(TOTAL = I+J+K+L+M+N)</b>				<b>TOTAL APPENDIX J-IV</b>	\$_____

APPENDIX J-V Nigeria

**PRICE SHEET**  
**THEORETICAL AIR SHIPMENT including COLD CHAIN**

<u>Description</u>	<u>Qty.</u>	<u>UM</u>	<u>Rate</u>	<u>Total Cost</u>	<u>Extended Total</u>
<b>H.</b> Pick-Up: from UMB-IHV and deliver to Contractors Warehouse	565	kgs	\$_____per kg	\$_____	\$_____
<b>I.</b> Receiving & Inventory	565	kgs	\$_____per kg	\$_____	\$_____
<b>J.</b> Forwarding & Air Freight Charges: Origin: Contractor's Warehouse or UMB-IHV Destination: Abuja, Nigeria					
1 – 100 Kgs	100	Kgs	\$_____per Kgs	\$_____	\$_____
101 – 500 Kgs	500	Kgs	\$_____per Kgs	\$_____	\$_____
501 – 1000 Kgs	1,000	Kgs	\$_____per Kgs	\$_____	\$_____
1001 – 5000 Kgs	5,000	Kgs	\$_____per Kgs	\$_____	\$_____
<b>K.</b> Contains	565	Kgs	\$_____per Kgs	\$_____	\$_____
1 skid 48x40x60					
1 skid 48x40x48					
15 cases @ 1243 lbs (COLD CHAIN)					
Refrigerated on gel packs (2-8C) replenish every 72 hours or store in refrigeration					
<b>L.</b> Customs Clearance Charges (based on 565 Kgs) Abuja, Nigeria airport to U.S. Embassy, Nigeria	1	ea	\$_____	\$_____	\$_____
<b>M.</b> Inland Delivery Charges (based on 565 Kgs) Destination: U.S. Embassy, Abuja, Nigeria	1	ea	\$_____	\$_____	\$_____
<b>N.</b> Total Value of Appendix J-V - Sample Shipment \$65,952 Insurance Value to be declared at replacement Value DDP 120% (DDP U.S. Ambassador, U.S. Embassy, Nigeria Incoterms 2000) Final destination MGIC Zambia see Appendix K	1ea		\$_____	\$_____	\$_____
<b>(TOTAL = H+I+J+K+L+M+N)</b>				<b>TOTAL APPENDIX J-V</b>	\$_____



APPENDIX J-VI Nigeria

**PRICE SHEET**  
**THEORETICAL OCEAN SHIPMENT\_HAZMAT ONLY**

<b><u>Description</u></b>	<b><u>Qty.</u></b>	<b><u>UM</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total Cost</u></b>	<b><u>Extended Total</u></b>
<b>H.</b> Pick-Up: from UMB-IHV and deliver to Contractors Warehouse	250	pounds	\$_____per pound	\$_____	\$_____
<b>I.</b> Storage: Warehouse	30	days	\$_____per day	\$_____	\$_____
<b>J.</b> Receiving & Inventory	250	pounds	\$_____per pound	\$_____	\$_____
<b>K.</b> Forwarding & Ocean Freight charges: Origin: Contractor's Warehouse U.S Destination: Port in Lagos, Nigeria	250	pounds	\$_____per pound	\$_____	\$_____
<b>L.</b> Packaging and Handling Charges (based on 250 lbs) For items classified as Hazmat	1	ea	\$_____	\$_____	\$_____
<b>M.</b> Destination Charges & Delivery (based on 250 lbs) Nigeria Port to U.S. Embassy, Abuja, Nigeria	1	ea	\$_____	\$_____	\$_____
<b>N.</b> Total Value of Appendix J-VI - Sample Shipment \$8,000 Insurance Value to be declared at replacement Value DDP 120% (DDP U.S. Ambassador, U.S. Embassy, Nigeria Incoterms 2000) Final destination MGIC Zambia see Appendix K	1ea		\$_____	\$_____	\$_____
<b>(TOTAL = H+I+J+K+L+M+N)</b>				<b>TOTAL APPENDIX J-VI</b>	<b>\$_____</b>

**PRICE SHEET**  
**THEORETICAL AIR SHIPMENT**

<u>Description</u>	<u>Qty.</u>	<u>UM</u>	<u>Rate</u>	<u>Total Cost</u>	<u>Extended Total</u>
<b>O.</b> Pick-Up: from UMB-IHV and deliver to Contractors Warehouse	11,602	pounds	\$_____per pound	\$_____	\$_____
<b>P.</b> Storage: Warehouse	30	days	\$_____per day	\$_____	\$_____
<b>Q.</b> Receiving & Inventory	11,602	pounds	\$_____per pound	\$_____	\$_____
<b>R.</b> Forwarding & Air Freight Charges: Origin: Contractor's Warehouse or UMB-IHV Destination: Gaborone, Botswana					
1 – 100 Kgs	100	Kgs	\$_____per Kgs	\$_____	\$_____
101 – 500 Kgs	500	Kgs	\$_____per Kgs	\$_____	\$_____
501 – 1000 Kgs	1,000	Kgs	\$_____per Kgs	\$_____	\$_____
1001 – 5000 Kgs	5,000	Kgs	\$_____per Kgs	\$_____	\$_____
<b>S.</b> 28 skids 48x48x56 (602 cases)	5,273	Kgs	\$_____per Kgs	\$_____	\$_____
<b>T.</b> Customs Clearance Charges (based on 5,273 Kgs) Gaborone, Botswana airport to U.S. Embassy, Botswana	1	ea	\$_____	\$_____	\$_____
<b>U.</b> Inland Delivery Charges (based on 5,273 Kgs) Destination: U.S. Embassy, Gaborone, Botswana	1	ea	\$_____	\$_____	\$_____
<b>V.</b> Total Value of Appendix J-VII - Sample Shipment \$70,658 Insurance Value to be declared at replacement Value DDP 120% (DDP U.S. Ambassador, U.S. Embassy, Botswana Incoterms 2000) Final destination MGIC Zambia see Appendix K	1ea		\$_____	\$_____	\$_____
<b>(TOTAL = O+P+Q+R+S+T+U+V)</b>				<b>TOTAL APPENDIX J-VII</b>	\$_____

**PRICE SHEET**  
**THEORETICAL AIR SHIPMENT including COLD CHAIN**

<b><u>Description</u></b>	<b><u>Qty.</u></b>	<b><u>UM</u></b>	<b><u>Rate</u></b>	<b><u>Total Cost</u></b>	<b><u>Extended Total</u></b>
<b>O.</b> Pick-Up: from UMB-IHV and deliver to Contractors Warehouse	565	kgs	\$_____per kg	\$_____	\$_____
<b>P.</b> Receiving & Inventory	565	kgs	\$_____per kg	\$_____	\$_____
<b>Q.</b> Forwarding & Air Freight Charges: Origin: Contractor's Warehouse or UMB-IHV Destination: Gaborone, Botswana					
1 – 100 Kgs	100	Kgs	\$_____per Kgs	\$_____	\$_____
101 – 500 Kgs	500	Kgs	\$_____per Kgs	\$_____	\$_____
501 – 1000 Kgs	1,000	Kgs	\$_____per Kgs	\$_____	\$_____
1001 – 5000 Kgs	5,000	Kgs	\$_____per Kgs	\$_____	\$_____
<b>R.</b> Contains	565	Kgs	\$_____per Kgs	\$_____	\$_____
1 skid 48x40x60					
1 skid 48x40x48					
15 cases @ 1243 lbs (COLD CHAIN)					
Refrigerated on gel packs (2-8C) replenish every 72 hours or store in refrigeration					
<b>S.</b> Customs Clearance Charges (based on 565 Kgs) Gaborone, Botswana airport to U.S. Embassy, Botswana	1	ea	\$_____	\$_____	\$_____
<b>T.</b> Inland Delivery Charges (based on 565 Kgs) Destination: U.S. Embassy, Gaborone, Botswana	1	ea	\$_____	\$_____	\$_____
<b>U.</b> Total Value of Appendix J-VIII - Sample Shipment \$65,952 Insurance Value to be declared at replacement Value DDP 120% (DDP U.S. Ambassador, U.S. Embassy, Botswana Incoterms 2000) Final destination MGIC Zambia see Appendix K	1ea		\$_____	\$_____	\$_____
<b>(TOTAL = O+P+Q+R+S+T+U)</b>				<b>TOTAL APPENDIX J-VIII</b>	\$_____

**PRICE SHEET**  
**THEORETICAL OCEAN SHIPMENT\_HAZMAT ONLY**

<b><u>Description</u></b>	<b><u>Qty.</u></b>	<b><u>UM</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total Cost</u></b>	<b><u>Extended Total</u></b>
<b>O.</b> Pick-Up: from UMB-IHV and deliver to Contractors Warehouse	250	pounds	\$_____per pound	\$_____	\$_____
<b>P.</b> Storage: Warehouse	30	days	\$_____per day	\$_____	\$_____
<b>Q.</b> Receiving & Inventory	250	pounds	\$_____per pound	\$_____	\$_____
<b>R.</b> Forwarding & Ocean Freight charges: Origin: Contractor's Warehouse U.S Destination: Closest Port of Entry to Botswana	250	pounds	\$_____per pound	\$_____	\$_____
<b>S.</b> Packaging and Handling Charges (based on 250 lbs) For items classified as Hazmat	1	ea	\$_____	\$_____	\$_____
<b>T.</b> Destination Charges & Delivery (based on 250 lbs) Closest Port to U.S. Embassy, Gaborone, Botswana	1	ea	\$_____	\$_____	\$_____
<b>U.</b> Total Value of Appendix J-IX - Sample Shipment \$8,000 Insurance Value to be declared at replacement Value DDP 120% (DDP U.S. Ambassador, U.S. Embassy, Botswana Incoterms 2000)	1ea		\$_____	\$_____	\$_____
<b>(TOTAL = O+P+Q+R+S+T+U)</b>				<b>TOTAL APPENDIX J-IX</b>	<b>\$_____</b>

**APPENDIX X – PRICE SHEET****ZAMBIA****APPENDIXES**

1. THEORETICAL <u>AIR</u> SHIPMENT	TOTAL J-I	\$ _____
2. THEORETICAL <u>AIR</u> SHIPMENT including COLD CHAIN	TOTAL J-II	\$ _____
3. THEORETICAL <u>OCEAN</u> SHIPMENT HAZMAT ONLY	TOTAL J-III	\$ _____

**NIGERIA**

4. THEORETICAL <u>AIR</u> SHIPMENT	TOTAL J-IV	\$ _____
5. THEORETICAL <u>AIR</u> SHIPMENT including COLD CHAIN	TOTAL J-V	\$ _____
6. THEORETICAL <u>OCEAN</u> SHIPMENT HAZMAT ONLY	TOTAL J-VI	\$ _____

**BOTSWANA**

7. THEORETICAL <u>AIR</u> SHIPMENT	TOTAL J-VII	\$ _____
8. THEORETICAL <u>AIR</u> SHIPMENT including COLD CHAIN	TOTAL J-VIII	\$ _____
9. THEORETICAL <u>OCEAN</u> SHIPMENT HAZMAT ONLY	TOTAL J-IX	\$ _____

**TOTAL BID PRICE APPENDIX J-X (Total \$ Sum of Numbers 1-9):** \$ \_\_\_\_\_

## APPENDIX K

### Delivery Locations

Contractor must deliver shipments to any of the following addresses:

#### **ZAMBIA**

American Embassy/USAID  
Subdivision Plot No. 694/100  
Kabulonga Road, Ibex Hill  
PO Box 320065  
Lusaka, Zambia  
Contact No: +260-211-255564

Maryland Global Initiatives Corporation  
(MGIC)  
Plot No. 6392 Dunduza Chisidza Crescent  
Long Acres  
PB E017, BOX 319  
Crossroads  
Lusaka, Zambia  
Contact No: +260-211-255564

#### **NIGERIA:**

The Mission Director  
U.S. Agency for International Development  
1075 Diplomatic Drive  
Central Area  
P.M.B 519  
Garki, Abuja

Contact No: + 234 808 955 2134

Nigeria Maryland Global Initiatives  
Corporation (MGIC)  
No 2, Sirakoro Street  
Off Blantyre Street  
Wuse II, Abuja, Nigeria  
Contact No: + 234 808 955 2134

#### **BOTSWANA**

The Mission Director  
USAID/Botswana  
Embassy Drive, Government Enclave  
P.O. Box 90  
Gaborone, Botswana  
Contact No: + 234 808 955 2134

Botswana University of Maryland School of  
Medicine Health Initiatives (BUMMHI) Plot  
70667, Fairscape Precinct  
Unit 1B, 3rd Floor, Fairgrounds  
P.O. Box 203258 Bontleng  
Gaborone, Botswana  
Contact No: + 234 808 955 2134

UMB reserves the right to add and/or delete delivery addresses to this contract and each addition will require the Contractor to meet the scope of work defined in this solicitation. For example, other countries include--but are not limited to--PEPFAR supported countries (Angola, Botswana, Burundi, Cameroon, Cote d'Ivoire, Dominican Republic, Democratic Republic of Congo, Eswatini, Ethiopia, Haiti, Kenya, Lesotho, Malawi, Mozambique, Namibia, Nigeria, Rwanda, South Africa, South Sudan, Tanzania, Uganda, Zambia, Zimbabwe)

## APPENDIX L

### Sample Shipment and Projected Shipment to Nigeria

Item Description	Unit Type	Individual Items Per Unit	Units needed	Cost/ Unit	Total Cost
Pre-printed PTID labels for vacutainer- Survery (5 labels per PTID)	Each	1	120000	\$ 0.07	\$ 8,400.00
Brown freezer boxes for EDTA tubes - vehicle	Each	1	94	\$ 23.15	\$ 2,176.10
Tourniquet	Pack	25	960	\$ 19.26	\$ 18,489.60
Adult Butterfly needles	Case	200	120	\$ 440.19	\$ 52,822.80
4 mL Vacutainer tubes	Case	1000	24	\$ 431.39	\$ 10,353.36
10 mL Vacutainer tubes	Case	1000	24	\$ 372.72	\$ 8,945.28
1mL EDTA microtainers	Pack	100	8	\$ 49.18	\$ 393.44
Adhesive Bandages Medioplast	Pack	100	240	\$ 11.34	\$ 2,721.60
Alcohol swabs	Case	1200	20	\$ 44.55	\$ 891.00
Gauze Sponge	Case	3000	8	\$ 130.39	\$ 1,043.12
Heel warmers, Cardinal Health	Case	100	7	\$ 80.41	\$ 562.87
Fingerstick lancets for >5 yrs old	Pack	200	4	\$ 145.69	\$ 582.76
VWR Reclosable Clear Bags, 30.5 x 38.1 cm (12 x15") (cooler transport)	Case	500	3	\$ 174.25	\$ 522.75
Techni Ice Ultra-low-temp freezer packs	Packs	20	93	\$ 65.95	\$ 6,133.35
VWR® Reclosable Clear Bags 6x6"	Case	1000	1	\$ 54.09	\$ 54.09
Sharps container Counsellors/Nurses 1 L	Case	18	308	\$ 60.29	\$ 18,569.32
Biohazard bags Large, for soft waste on truck	Pack	200	42	\$ 533.00	\$ 22,386.00



Biohazard bags Small, for soft waste	Pack	200	381	\$ 151.00	\$ 57,531.00
Purell Instant Hand Sanitizer w/ Aloe, Gojo	Case	6	231	\$ 165.37	\$ 38,200.47
Powder-Free Nitrile Exam Gloves with Aloe, XL	Case	1000	15	\$ 421.00	\$ 6,315.00
Powder-Free Nitrile Exam Gloves with Aloe, Large	Case	1000	22	\$ 421.00	\$ 9,262.00
Powder-Free Nitrile Exam Gloves with Aloe, Medium	Case	1000	22	\$ 421.00	\$ 9,262.00
Powder-Free Nitrile Exam Gloves with Aloe, Small	Case	1000	15	\$ 421.00	\$ 6,315.00
FROCK, BREATHBLE, SNAP, NO PCKTS, XL -	Case	30	22	\$ 85.00	\$ 1,870.00
FROCK, BREATHBLE, SNAP, NO PCKTS, L -	Case	30	22	\$ 85.00	\$ 1,870.00
FROCK, BREATHBLE, SNAP, NO PCKTS, M -	Case	30	22	\$ 122.00	\$ 2,684.00
FROCK, BREATHBLE, SNAP, NO PCKTS, SM -	Case	30	8	\$ 122.00	\$ 976.00
Linen Savers	Case	300	80	\$ 145.58	\$ 11,646.40
Liquid Hand wash solution.	Case	12	6	\$ 269.59	\$ 1,617.54
Ethanol-resistant Marker	Pack	10	50	\$ 73.21	\$ 3,660.50
Masking Tape Large	Case	12	6	\$ 49.19	\$ 295.14
Condoms	Pack	100	240	\$ 18.00	\$ 4,320.00
Refuse Bags	Case	500	17	\$ 428.66	\$ 7,287.22
Torches (flashlights)		1	80	\$ 258.85	\$ 20,708.00
Fisher Scientific™ Traceable™ Jumbo Refrigerator/Freezer Thermometers	Each	1	72	\$ 97.00	\$ 6,984.00
Torch Batteries	Case	96	2	\$ 105.11	\$ 210.22
Precision pipette tips (20-200uL)	Case	4800	10	\$ 539.00	\$ 5,390.00
Cryolabels (for plasma tubes)	Roll	4000	60	\$ 240.00	\$ 14,440.00
Printer	Each	1	8	\$ 500.00	\$ 4,000.00
Printer cartridges/ink	Each	1	29	\$ 100.00	\$ 2,900.00

Plain printer paper	Case	1	10	\$ 25.00	\$ 250.00
3 inch 2-ring binders for each satellite lab	Each	1	340	\$ 10.00	\$ 3,400.00
Whatman 903 cards	Pack	100	480	\$ 70.00	\$ 33,600.00
DBS drying racks	Pack	10	32	\$ 55.00	\$ 1,760.00
Low gas-impermeable bags for DBS	Pack	100	220	\$ 149.73	\$ 32,940.60
Dessicants	Can	1000	72	\$ 40.00	\$ 2,880.00
Humidity indicator cards	Can	1000	22	\$ 550.00	\$ 12,100.00
Low nitrogen weighing paper	Pack	500	48	\$ 46.00	\$ 2,208.00
Power surges	Each	1	27		\$ 27.00
Freezer (-20 degrees)	Each	1	0	\$ 12,504.00	
Freezer rack, depends on vendor	Each	1	0	\$ -	\$ -
Centrifuge	Each	1	2	\$ 733.33	\$ 1,466.66
Centrifuge rotor	Each	1	2	\$ 167.95	\$ 335.90
Fisher Scientific™ Traceable™ Jumbo Refrigerator/Freezer Thermometers	Each	1	84	\$ 97.00	\$ 8,148.00
2mL cryotubes for specimen aliquots	Pack	250	440	\$ 71.68	\$ 31,539.20
96 well cryotube racks for 2mL tubes, multi-color	Case	20	14	\$ 364.00	\$ 5,096.00
Test tube rack for EDTA tubes	Case	8	75	\$ 161.00	\$ 12,075.00
Bleach	Each	1	160	\$ 2.65	\$ 424.00
Powder-Free Nitrile Exam Gloves with Aloe, XL	Case	1000	73	\$ 421.00	\$ 30,733.00
Powder-Free Nitrile Exam Gloves with Aloe, Large	Case	1000	109	\$ 421.00	\$ 45,889.00
Powder-Free Nitrile Exam Gloves with Aloe, Medium	Case	1000	109	\$ 421.00	\$ 45,889.00
Powder-Free Nitrile Exam Gloves with Aloe, Small	Case	1000	73	\$ 421.00	\$ 30,733.00
FROCK, BREATHBLE, SNAP, NO PCKTS, XL -	Case	30	34	\$ 85.00	\$ 2,890.00

FROCK, BREATHBLE, SNAP, NO PCKTS, L -	Case	30	51	\$ 85.00	\$ 4,335.00
FROCK, BREATHBLE, SNAP, NO PCKTS, M -	Case	30	51	\$ 122.00	\$ 6,222.00
FROCK, BREATHBLE, SNAP, NO PCKTS, SM -	Case	30	34	\$ 122.00	\$ 4,148.00
Biohazard bags Large, for soft waste on truck	Pack	200	11	\$ 533.00	\$ 5,863.00
Biohazard bags Small, for soft waste	Pack	200	21	\$ 151.00	\$ 3,171.00
Thermo Scientific Nunc™ Serological Pipettes, 5mL, individually wrapped	Case	200	110	\$ 74.00	\$ 8,140.00
Linen Savers	Pack	300	14.08	\$ 90.00	\$ 1,267.20
Liquid Hand Solution	Case	12	3	\$ 328.59	\$ 985.77
Freezer boxes for plasma (with dividers)	Case	100	12	\$ 1,017.00	\$ 12,204.00
Freezer boxes for DBS (no dividers)	Case	100	20.01	\$ 643.00	\$ 12,866.43
Flash drives	Each	1	2	\$ 19.97	\$ 39.94
Fisherbrand™ Verification Thermometers for Ovens, Incubators, Freezers, and Refrigerators	Each	1	9	\$ 69.00	\$ 621.00
Cryobabies for boxes/racks; white, 600 pack	Pack	600	9	\$ 88.00	\$ 792.00
Powder-Free Nitrile Exam Gloves with Aloe, Small	Case	1000	5	\$ 421.00	\$ 2,105.00
Powder-Free Nitrile Exam Gloves with Aloe, Medium	Case	1000	5	\$ 421.00	\$ 2,105.00
Powder-Free Nitrile Exam Gloves with Aloe, Large	Case	1000	5	\$ 421.00	\$ 2,105.00
Powder-Free Nitrile Exam Gloves with Aloe, XL	Case	1000	5	\$ 421.00	\$ 2,105.00
FROCK, BREATHBLE, SNAP, NO PCKTS, XL -	Case	30	1	\$ 85.00	\$ 85.00
FROCK, BREATHBLE, SNAP, NO PCKTS, L -	Case	30	1	\$ 85.00	\$ 85.00
FROCK, BREATHBLE, SNAP, NO PCKTS, M -	Case	30	1	\$ 122.00	\$ 122.00
FROCK, BREATHBLE, SNAP, NO PCKTS, SM -	Case	30	1	\$ 122.00	\$ 122.00
Determine HIV-1/2 (100 tests)	Pack	100	298	\$ 160.00	\$ 47,680.00
Determine EDTA Capillary Tubes (x100)	Each	100	298	\$ 7.00	\$ 2,086.00
Determine Chase Buffer CE (100 tests)	Each	100	298	\$ 6.00	\$ 1,788.00

SD Bioline HIV 1/2 (25 tests/Kit)	Box	25	278	\$ 50.00	\$ 13,900.00
Geenius HIV confirmatory assay	Box	20	145	\$ 900.00	\$ 130,500.00
Geenius HIV 1/2 Confirm Ctrl	Each	1	18	\$ 40.00	\$ 720.00
Pima CD 4 Test Cartridges (100 tests)	Pack	100	29	\$ 832.00	\$ 24,128.00
Pima Printer Paper 1 (Non-adhesive 10rolls)	Pack	10	3	\$ 262.00	\$ 786.00
Determine EDTA Capillary Tubes (x100)	Each	100	29	\$ 7.00	\$ 203.00
<b>Total</b>					<b>\$ 961,886.63</b>

NOTE: The quantities provided are estimates and the University cannot guarantee any volume of services/tasks to the successful Contractor.

## APPENDIX M

### Inbound Weights and Projected Shipment to Nigeria

S/No	Weight (LB)	Gross Weight (KG)	Chargeable Weight (KG)	Box Count	Pallet Count
1	3542	1507	1610	135	5
2	981	155	446	69	2
3	3139	1427	1427	36	5
4	3454	1065	1570	44	5
5	360	164	164	13	1
6	120	27	27	5	1
7	1250	473	568	65	2
8	2860	1100	1300	102	5
9	9970	4532	4532	316	14
10	7634	3472	3472	633	11
11	6939	2330	3154	82	10
12	3330	1181	1514	40	5
13	4857	2050	2208	476	7
14	2420	1100	1100	453	3
15	3168	1440	1440	223	4
16	5724	2602	2602	562	9
17	6444	2741	2929	304	10
18	6941	2547	3155	118	10
19	4829	1390	2195	73	7
20	1386	571	630	124	2
21	8258	3300	3754	205	12
22	2288	1040	1040	478	2
23	1295	424	589	66	2
24	11600	5273	5273	478	28
25	2081	845	946	60	3
26	2428	1104	1104	29	3
27	3469	1131	1577	88	5
28	2706	1084	1230	78	4

29	1390	495	632	74	3
30	935	425	425	110	1
31	1508	685	685	80	2
32	5552	1650	2523	48	8
33	3470	1577	1577	116	5
34	1281	583	583	30	2
35	738	335	335	50	1
36	300	140	140	5	1
37	240	100	100	18	1
38	1239	565	565	15	2
39	2400	1091	1091	49	3
40	345	156	156	3	1
41	918	372	372	39	1
42	400	182	182	5	1
43	119	55	55	8	1
44	220	25	100	3	2
45	679	309	309	30	1
46	11	200	200	11	1

NOTE: The quantities provided are estimates and the University cannot guarantee any volume of services/tasks to the successful Contractor.

## APPENDIX N

### **GENERAL SERVICES AND DESIRED REQUIREMENTS MATRIX**

In the Contractor's Technical response, the Contractor must fill out the "Respondent Comments" column below and explain how the Contractor's solution will meet the requirement or not meet the requirement and provide this matrix (pages 74-81) with bid submission. Contractor are to print explanation legibly or type response. If additional space is needed, Contractor can provide information on additional sheets.

#### **Section III. C. 2. GENERAL SERVICES REQUIREMENTS**

Item	Description	Respondent Comments
a.	Have the ability to schedule and pick up both palletized and non-palletized shipments from UMB in addition to providing same day pickup service when requested. Be responsible for picking up small amounts of supplies from UMB – IHV on an as needed basis: (ex. computers, other boxes, single boxes under 150 lbs., not palletized at UMB- IHV. Pick up approximately bi-weekly at the following location: 725 W. Lombard St. Suite 449N Baltimore, MD 21201	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
b.	Schedule airline and/or ocean-liner space. Shipments will be scheduled according to workload demands but will be a minimum of once per month. Shipments by air are preferred to deliver as quickly as possible.	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)

c.	<p>Maintain a secured warehouse in the United States to receive supplies/equipment associated with this contract and provide shipment consolidation services with warehouse preferably within 250 miles of UMB/IHV for same day pick up and drop off in a timely fashion during the University's business hours. Some of the supplies/equipment may require shipment directly to an offeror's warehouse from suppliers. The suppliers are responsible for transportation of supplies/equipment to offeror's warehouse; however, offeror may be asked to pick up from supplier at the following address: VWR International 503 Heron Drive, Bridgeport, NJ 08014</p>	<p><input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR    <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)</p>
d.	<p>Make certain inventory and storage includes--but is not limited to--the following:</p> <ul style="list-style-type: none"> <li>i. Ability to pick up from UMB and/or VWR and transport consumables/small equipment to a warehouse where items will be inventoried by offeror per spreadsheet inventory provided by UMB.</li> <li>ii. A warehouse capacity that allows for orderly receipt, segregation, and storage of various categories of products.</li> <li>iii. Inventory verification documentation that is sent to UMB for review and authorization prior to re packaging/shipping out of the US.</li> <li>iv. An implemented system to keep track of box numbers and contents, collection dates, and all documents associated with each consignments picked up from UMB and/or supplier.</li> <li>v. Packaging during inventory to combine small boxes/packages is preferred to reduce the number of boxes being shipped.</li> <li>vi. Re-packaged boxes must be given a unique identifier and supplementary document provided</li> </ul>	<p><input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR    <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)</p>



	<p>that links the UMB box numbers to the new. Re-packaged boxes (when shipments are picked up from UMB). Capacity to store large volumes of boxes/packages until given the “green light” to ship by UMB (storage up to 1-3 months, when necessary).</p> <p>vii. A complete set of shipping documents must be encased in a weather proof envelope and affixed to the exterior of each pallet.</p>	
e.	<p>Make certain Cold Chain maintenance includes-- but is not limited to--the following:</p> <p>i. Ability to replenish dry ice every 48-72 hours (even when in country waiting for clearance, in PEPFAR supported countries) or store in -20°C conditions with replenishment at each stop to ensure proper maintenance of package temperature during entire transit of -20°C to -80°C.</p> <p>ii. Ability to replenish “like” frozen gel packs every 72 hours (even when in country waiting for clearance, in PEPFAR supported countries) or store in 2°-8°C conditions with replenishment at each stop to ensure proper maintenance of package temperature during entire transit of 0° to 15°C.</p> <p>Note: There will be some Dangerous Goods Items that will require transportation by sea such as Liters of Ethanol.</p>	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
f.	<p>Conduct an inspection of the supplies/equipment being delivered to Offeror’s warehouse for at least the following:</p> <p>i. Box and/or supply count</p> <p>ii. Inspection for damage or loss</p> <p>iii. General integrity of delivery for compliance with source and origin as specified on the original purchase order.</p>	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)

g.	<p>Provide legible reports via email to UMB-IHV and Country specific POC's provided by UMB-IHV team. Type of reports to include but not be limited to:</p> <ul style="list-style-type: none"> <li>i. Detailed receiving report.</li> <li>ii. Email packing list received from delivery of supplier within 48 hours.</li> <li>iii. Email a weekly report of inventory on-hand in warehouse.</li> <li>iv. Email UMB-IHV verification receipt of all goods received against the manufactures packing slip, UMB's Purchase Order, and delivery of supplies/equipment.</li> <li>v. Provide a pre-shipment alert documentation prior to shipments to POC.</li> </ul>	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
h.	<p>Complete all appropriate import/export documents required by rules, regulations, classification, packaging, marking and labeling, manifesting ordinances, and other documentation applicable of the IATA, FAA, TSA U.S. Customs, U.S. DOT, U.S. CPSC, U.S. EPA, U.S. FDA, FTC, state and local agencies for hazardous goods, shipping manifests, commercial invoice, packing list, valued inventory, Insurance Certificate, airway bill (AWB), file entry documents, any other documents that may be needed to be filed for entry of cargo, and any final paper.</p>	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
i.	<p>Complete and process Import Certificate from office of Federal Minister of Finance, prior to export.</p>	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)

j.	Complete letter of instructions with U.S. Census Bureau – “Schedule B: Statistical Classification of Domestic and Foreign Commodities Exported from the United States”.	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
k.	File export declaration electronically via AES (Automated Export System).	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
l.	<p>Have the ability to pack supplies/equipment being exported to prevent damage, and/or deterioration. All supplies/equipment, where applicable, must be skidded, blocked, palletized, or bundled to allow protection in transit, and accessible for loading and unloading.</p> <p>i. All packing must conform to state, local, IATA, FAA, USDOT, and all other international shipping requirements.</p> <p>ii. Provide and affix all labels, emblems, tags, decals, stencils, packing list, lot labels to pallet/boxes and any other required identification materials. This is to identify UMB-IHV cargo, identify number of pallets, and identify what is being shipped (packing list), and identify final destination: in the addresses listed in Appendix K.</p> <p>iii. Packing should be in the most economical and efficient manner for shipping to PEPFAR supported countries primarily in Sub-Saharan Africa. The Contractor is responsible for ensuring the most cost effective, efficient, and secured methods of shipping between UMB and addresses listed in Appendix K.</p>	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)

m.	Have customs broker ensure cargo is moved through customs in a timely manner to ensure delivery to its final destination at the addresses listed in Appendix K.	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
n.	Have a method for reporting and tracking information either online or via personal communication of all air and cargo shipments to UMB or Recipients when necessary.	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
o.	Schedule, pre-alert, and track shipments to the addresses listed in Appendix K.	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
p.	Inform all Customs Officials about the CRF, IDR Requirements, and any other requirements.	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
q.	Provide airport transfer from Contractor's warehouse to airport and/or seaport.	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)

r.	Prepare required documents: commercial Invoice, Packing list, Valued Inventory, Insurance Certificate, Master Airway Bill (AWB).	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
s.	Fully equipped and capable of providing efficient shipping services of medical and lab supplies, medical and lab equipment, general office supplies, and laboratory hoods, but not limited to, the following: i. International Airfreight Forwarding ii. International Seafreight Forwarding iii. In Country Forwarding (United States, Nigeria, Zambia, and Bostwana) iv. Customs Clearance v. Pick-up/Transport Delivery vi. Packing and Crating vii. Warehouse	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
t.	Provide replacement Insurance. Insurance value to be declared at replacement value DDP (Delivered duty Paid) 120%. DDP addresses listed in Appendix K.	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
u.	Offeror must provide proof of warehouse in Africa to store commodities prior to delivery.	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)

v.	Offeror must deliver shipment at locations found in Appendix K.	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)
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### Section III. C. 4. DESIRED FUNCTIONAL REQUIREMENTS

Item	Description	Respondent Comments
a.	Up to date current tracking of shipments (via online or by phone or other tracking mechanism)	<input type="checkbox"/> <b>Yes</b> Respondent Will Comply    OR <input type="checkbox"/> <b>No</b> Respondent Will Not Comply (Explain reason in this box)

## APPENDIX O

### **Offeror's Mandatory Bid Submission Checklist Requirements**

- \_\_\_ Section I. D. Delivery of Proposals: Technical and Financial Proposals via two separate emails marked accordingly in subject line.
- \_\_\_ Section I. E. Delivery of Proposal by closing date and time
- \_\_\_ Offeror made no exceptions or Section I.K. may not provide an alternate solution to proposal

#### **INCLUDE WITH TECHNICAL PROPOSAL:**

- \_\_\_ Section I. M: Appendix B – Bid/Proposal Affidavit
- \_\_\_ Section I. N: Appendix I – Certification Regarding Investment Activities in Iran
- \_\_\_ Section II. B. 1. Proposal made in the official name of the firm/individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.
- \_\_\_ Section II. C: Acknowledgement of Amendments, Appendix H (if applicable)
- \_\_\_ Section III. C. 1. a-i: Appendix F – Contract Experience/Reference Form
- \_\_\_ Section III. C. 1. a-i: Appendix E – Company Profile Form
- \_\_\_ Section III: C. 2. - Appendix N – General Services and Desired Function Requirements Matrix with explanation
- \_\_\_ Section III. 10. Certification Form of Insurance from a broker or agent.
- \_\_\_ Section III. C. 4. Offeror's response to the Desired Functional Requirements.
- \_\_\_ Section V. A. Transmittal Letter
- \_\_\_ Section V. C. – Management Summary
- \_\_\_ Section V. C. – Financial Condition or Annual Report

#### **INCLUDE WITH FINANCIAL PROPOSAL:**

- \_\_\_ Section III. C. 9. Offeror to complete Price Sheets Appendix JI to JX.