



# UNIVERSITY OF MARYLAND

## Invitation for Bid (IFB)

No. 118772

For

## Website Portal Development

Issue Date:	<u>April 19, 2022</u>
Pre-Bid Conference:	<u>Not Applicable</u>
Deadline for Questions:	<u>April 26, 2022 at 8:00 a.m.</u>
Bid Opening Date:	<u>May 12, 2022 at 8:00 a.m.</u>

All times listed are EST, local time, College Park, MD.

**WARNING:** Contractors who have received this document from a source other than eMaryland Marketplace should visit the State's eMaryland Marketplace Advantage (eMMA) website and register as a Vendor. The University uses this website to post solicitations and all solicitation amendments. The University does not maintain a Proposers/Bidders list.

**You are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render your bid non-responsive and subject to rejection. Bids containing terms and conditions contrary to the University of Maryland's terms and conditions or bids taking exception to any of the terms and conditions in this Invitation for Bid may be considered non-responsive and the bid may be rejected.**

**Questions and comments may be addressed to the point of contact identified in Section A-1, Item 9 of this document.**

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<b>PART I - THE SCHEDULE</b>				
<b>SECTION A-1 – SOLICITATION / CONTRACT FORM</b>				
1. CONTRACT NUMBER	2. SOLICITATION NUMBER <b>IFB 118772</b>	3. TYPE OF SOLICITATION INVITATION FOR BID	4. DATE ISSUED April 19, 2022	5. REQUISITION NO. 118772
6. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING 2113-R CHESAPEAKE BUILDING COLLEGE PARK, MARYLAND 20742-3111		7. ADDRESS BID TO (If other than Item 6) UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING Attn: IFB # 118772 bjohnson@umd.edu		
<b>SOLICITATION</b>				
8. Send response by email only until the date and time specified in Section B-2, Subsection E. CAUTION – LATE Submissions, Modifications, and Withdrawals; see Section B-2, Subsection F entitled "Late Bids". All Bids are subject to all terms and conditions contained in this solicitation.				
9. FOR INFORMATION CALL	A. NAME <b>Brennita Johnson</b>	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS <b>bjohnson@umd.edu</b>
		AREA CODE 301	NUMBER 405-5829	D. FAX NUMBER n/a
<b>BID (Must be fully completed by Bidder)</b>				
10. In compliance with the above, the undersigned agrees, if this Bid is accepted within the time period specified in Section B-2, Subsection G, to furnish any or all items upon which prices are Bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.				
11. ACKNOWLEDGEMENT OF AMENDMENTS (The Bidder acknowledges receipt of amendments to the SOLICITATION for Bidders and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.
This contract incorporates the Solicitation/Invitation for Bid and any amendments and modifications thereto, as well as Bidder's Bid and amendments thereto. In the event of a discrepancy between the terms of this contract, including amendments and modifications made thereto, and Bidder's Bid and amendments made thereto, the discrepancy shall be resolved by giving precedence in the following order: a) This Contract, including the Solicitation/Invitation for Bid and amendments made thereto b) Bidder's Bid, including amendments made to the Bid. This contract, including the documents incorporated by reference, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.				
12. NAME, ADDRESS, FEI NUMBER OF BIDDER, AND EMAIL ADDRESS		13. BIDDER REMIT-TO ADDRESS		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID (Print or Type)
15. TELEPHONE NUMBER		16. SIGNATURE		17. BID DATE
AREA CODE	NUMBER	EXT.		
<b>AWARD (To be completed by University)</b>				
18. ACCEPTED AS TO ITEMS LABELED		19. AMOUNT		20. FRS ACCOUNT NUMBER
21. ADMINISTERED BY (If other than Item 6)				
22. NAME OF PROCUREMENT OFFICER (Type or Print)		23. UNIVERSITY OF MARYLAND (Signature of Procurement Officer)		24. AWARD DATE
IMPORTANT – Award will be made on this Form or by other authorized official written notice.				

**SECTION A2 -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

**Notice to Bidders**

To ensure that your bid complies with the University of Maryland's procurement regulations the following forms must be completed and submitted with your Bid:

1. Solicitation
2. Part I, Section A-1 – SOLICITATION / CONTRACT FORM (**must** be signed by a person with authority to bind your firm).
3. Bid Price Form
4. References
5. Representations and Certifications (Part IV)
6. Acknowledgement of all amendments issued (if any)
7. W9

**Failure to submit any portion of these required documents may cause your Bid to be non-responsive and to be rejected.**

Please direct any questions to the individual identified in Part I, Section A1, block #9.

**A. ISSUING OFFICE**

The sole point of contact at the University of Maryland, College Park (hereinafter "University" or "University of Maryland") for purposes of this Invitation for Bid (IFB) is the Issuing Office. The location of the Issuing Office is contained in Part I, Section A-1, Item 6 of this document. Point of contact information is listed in Part I, Section A-1, Items 9(a) through 9(d) of this document.

**B. PRE-BID CONFERENCE**

There will be no pre-bid conference for this solicitation.

**C. QUESTIONS**

Each Bidder is responsible for reading carefully and understanding fully the terms and conditions of this IFB. All contact between Bidders and the University will be formally made at scheduled meetings or in writing through the Issuing Office. **Requests for clarification or additional information must be made in writing by email to the Procurement Officer and received no later than April 26, 2022, 8:00 a.m., local time.** The message subject should bear the following phrase: **"QUESTIONS: IFB #118772"**. Only written communications relative to the procurement shall be considered. Questions shall be sent by e-mail to [bjohnson@umd.edu](mailto:bjohnson@umd.edu).

All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Bidders who are on record with the Procurement Officer as having received this IFB. No oral communications can be relied upon for Bid purposes.

To the extent that a question causes a change to any part of this IFB, an amendment shall be issued addressing such.

#### **D. SUBMISSION OF BIDS**

Bids must be:

- (1) submitted in the format set forth herein,
- (2) made in the official name of the firm or individual under which Bidder's business is conducted (including the official business address),
- (3) signed by a person duly authorized to commit Bidder to the Bid,
- (4) submitted clearly marked with the assigned IFB number in the subject line,
- (5) addressed to the Procurement Officer identified in Section A-1, Item 9

**The Offeror must submit Bid electronically via ‘UMD Box’ with the URL as noted, <https://umd.app.box.com/f/0f23cb322d04461486217da46062dd7f>. The file description shall include the proposer’s name, IFB number, IFB title, and “BID”.**

#### **E. IFB OPENING DATE**

**Bids must arrive on or before May 12, 2022, 8:00 a.m., local time, in the format set forth herein.**

Bids, amendments to Bids, or requests for withdrawal of Bids arriving after that date and time shall not be considered.

#### **F. LATE BIDS**

Any Bid, request for withdrawal, or modification of a Bid that is not received at the designated location, time and date set forth herein will be considered late and shall not be considered. Delivery of the Bid to the specified location by the prescribed time and date is the sole responsibility of the Bidder. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late Bid, late request for withdrawal or late modification of a Bid is due to the action or inaction of the University. A record of the late Bid, request for withdrawal, or modification of a Bid, shall be made in the appropriate procurement file.

#### **G. DURATION OF BID**

Bids shall be valid for a minimum of 90 days following the opening date of this IFB. By submission of a Bid, Bidder guarantees that its bid shall be firm for the period specified above.

#### **H. AMENDMENTS TO THE IFB**

If it becomes necessary to revise any part of this IFB, notice of the revision will be given in the form of an amendment to Bidders who are on record with the Procurement Officer as having received this IFB. All amendments shall become a part of this IFB. Each Bidder must acknowledge receipt of amendments, and the failure of a Bidder to acknowledge any amendment shall not relieve the Bidder of the responsibility for complying with the terms thereof.

**I. EVIDENCE OF RESPONSIBILITY**

Prior to the award of a contract pursuant to this IFB, the Procurement Officer may require Bidder to submit such additional information bearing upon Bidder's ability to perform the contract as the Procurement Officer deems appropriate. Documentation may include annual reports, cash flow statements, balance sheets, income statements and other documentation as required by the Procurement Officer. The Procurement Officer may also consider any information otherwise available, and other qualifications or abilities of the Bidder.

**J. PUBLIC INFORMATION**

All bids will be made available for public inspection after award.

**K. ELECTRONIC FUNDS TRANSFER (EFT) –(Applies to contracts expected to exceed \$200,000)**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds Registration Request Form, which may be found on the following website:  
[http://compnet.comp.state.md.us/General\\_Accounting\\_Division/Vendors/Electronic\\_Funds\\_Transfer/](http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/)

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

See Payment of University Obligations clause in PART II, Contract Clauses, Section I for additional information.

**L. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL BIDDER**

This Contract shall also include any other forms or documents deemed necessary by the Procurement Officer.

This IFB and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures, and University of Maryland Procurement Policies and Procedures. These policies and procedures may be viewed at the following web site:

[www.purchase.umd.edu](http://www.purchase.umd.edu). Click on this web site, then select the category "Policies and Procedures".

**M. AFFIDAVITS**

**a. BID AFFIDAVIT**

Each Bid submitted by a Bidder must include a completed and signed Bid Affidavit. A copy this Bid Affidavit is included in Section K.



**b. CONTRACT AFFIDAVIT**

Only the successful Bidder must sign the Contract Affidavits. A copy this Affidavit is included in Section K for information.

**c. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

Each Bid submitted by a Bidder must include this affidavit, completed and signed. A copy of this affidavit is included in Section K.

**d. SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE**

Each Bid submitted by a Bidder must include this affidavit, completed and signed. A copy of this affidavit is included in Section K.

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

Each Bid submitted by a Bidder must include this certification, completed and signed. A copy of this affidavit is included in Section K.

**f. DEBARMENT CERTIFICATION**

This requirement is funded by a federal grant. Each Bid submitted by a Bidder must include this affidavit, completed and signed. A copy of this affidavit is included in Section K.

**g. ANTI-LOBBYING AFFIDAVIT**

This requirement is funded by a federal grant. Each Bid submitted by a Bidder must include this affidavit, completed and signed. A copy of this affidavit is included in Section K.

**N. *Reserved***

**O. *Reserved***

**P. NOTICE TO OFFERORS - SMALL BUSINESS RESERVE PROCUREMENT**

Information on how to register your business can be found through the following link.

<https://www.sba.gov/business-guide/launch-your-business/register-your-business>

**Q. CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE AND NEGLECT**

1. Maryland Law requires persons who suspect child abuse or neglect to report it. Contractors must comply with the University System of Maryland Board of Regents VI.1.50 Policy on the Reporting of Suspected Child Abuse and Neglect. This Policy, available at <http://president.umd.edu/policies/vi-150.html>, is incorporated into the contract.

2. The University reserves the right to terminate the Contract if the Contractor fails to comply with this policy or, if the University judges Contract Termination to be necessary to protect a child's safety or welfare.

**R. *Reserved***

**S. ITEMS ORDERED AND DELIVERED**

The contractor is authorized to provide only those Items/Services covered by the contract and specifically identified via orders placed by authorized individuals. If a review of orders placed by the Contractor reveals that Items/Services other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Procurement Officer as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract/renewal. The Procurement Officer may take such steps as are necessary to have the items returned by the University, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the University the full purchase price.

**T. COMMERCIAL NONDISCRIMINATION CLAUSE**

A. "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the provision in §A of this regulation in all subcontracts to the State contract.

C. The following provision is mandatory for all State contracts: As a condition of entering into this Agreement, upon the request of the Maryland Commission on Human Relations, and only after the filing of a complaint against Contractor under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

## **SECTION B – PRICING**

Firms shall submit their Bid prices on the Bid Price form. The Bid Price form is to be completed in full for each Bid and shall be incorporated herein.

Prices on the Bid Price form submitted must include all associated costs including, but not limited to, costs such as travel, mark-up, overhead, administrative costs and profit. Blanks on the Bid Price form will be interpreted as zero (0) and no price will be allowed for that item.

## **EVALUATION**

Award shall be made to the low responsive/responsible Bidders meeting all requirements in the solicitation.

Any bid which is materially unbalanced may be rejected. An unbalanced bid is one that is based on prices that are, in the judgement of the procurement officer, may be significantly overstated for some items and may be understated for other items.

The deliverables schedule identified in this IFB is a strict requirement of the IFB. Failure to commit to meeting the schedule may result in your bid being non-responsive and in rejection of your bid.

Payment Terms are Net 30 unless otherwise stated. Discounts for prompt payment will not be considered in the evaluation of bids.

**Quote F.O.B. Delivered.** To be responsive, all costs and insurance must be incorporated with the total price. Failure to comply may result in rejection of your bid as non-responsive.

**Bid Price Form**

**Vendor Name:** \_\_\_\_\_

Item No.	Supplies/Services	Price
1	Website Portal Development, per specifications	
2	UX/UI research and design, per specifications	
3	Infrastructure/database design, per specifications	
	Total project cost, to include all associated cost for project completion (total of lines 1 through 3)	

## REFERENCES

Each proposing contractor must provide at least three (3) references and ancillary information to which contractor has provided comparable services during the last three (3) years, preferably similar in size, scope and complexity as the requirements defined in this IFB. References must be able to demonstrate the contractor's capability to perform the requirements of this IFB. **Note: The contractor's references MUST demonstrate the size and scope of each reference provided.**

<u>REFERENCE 1</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service	
Justification of Similar Size and Scope	

<u>REFERENCE 2</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service	
Justification of Similar Size and Scope	

<u>REFERENCE 3</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	

Completion Date:	
Description of Service	
Justification of Similar Size and Scope	

## **SECTION C -- SPECIFICATIONS AND DESCRIPTION OF WORK**

### **1. BACKGROUND**

Founded in 1856, University of Maryland, College Park (UMD or University) is the flagship institution in the University System of Maryland. As a member of the Association of American Universities (AAU) and the Big Ten Conference, UMD is consistently recognized as one of the nation's preeminent public research universities. The University is home to more than 37,000 students, 10,000 faculty and staff, 300 academic programs across 13 schools and colleges, and a \$1.9B annual operating budget.

The Department of Counseling, Higher Education, and Special Education (CHSE) has top ranking programs in U.S. News and World Report, 2021: Counseling and Personnel Services (ranked #1), Higher Education (ranked #10), and Special Education (ranked #14). Our mission is to prepare scholars and practitioners to become leaders in administration, counseling, policy, psychological services, and special education. We promote excellence in education and human services across the spectrum of abilities and individual differences, from birth to adulthood, in a wide range of settings.

### **2. OBJECTIVES**

UMD seeks a vendor to create, design, develop, test, and refine a reliable, user-friendly web-based, ADA-compliant, interactive website, searchable clearinghouse and tracking tool with data entry tools, and mobile app with API integration readiness ("Clearinghouse" or "Clearinghouse project"). This Clearinghouse will serve as a searchable public and regularly updated repository of information on application requirements to support prospective students, families, high school counselors, community-based/youth organizations, researchers, journalists, and others seeking to navigate and learn more about college admissions and the use of college application materials.

The successful consultant will work directly with the University of Maryland Clearinghouse and Tracking Tool team, which consists of a visiting faculty member and professor at the University of Maryland, College Park, as well as an expert advisor on college testing practices and policies.

### **3. SCOPE OF WORK**

Specific tasks shall include, but not be limited to, the following items:

- Develop the necessary database structure, objects, entities, processes, and attributes to effectively capture and manage college profile data from a variety of publicly available sources with varying degree of technical sophistication.
- Develop web-based tools for data submission that are user-friendly and integrated with existing tools. The design of such data submission tools will also incorporate identity verification processes, to ensure reliability of data.
- Develop data exchange protocols and services to extract relevant data, transform the data to Clearinghouse standardized schema, and deliver the data to Clearinghouse through automated services.
- Provide technical assistance, bug fixes, refinements, and maintenance for the database and data entry tools on an as-needed basis until September 30, 2024.

#### **4. DELIVERABLES (Project end date: September 30, 2023)**

- UX/UI research and draft design for a visually compelling and ADA-compliant, API integration ready, interactive website and app to feature an interactive open-access clearinghouse that offers users (e.g., prospective college students, their families, teachers, college counselors, media, researchers, and others) access to updated information about college application and admissions requirements. Completed within 3 months of contract award.
- Database infrastructure and management interface with web crawler tool and development. Completed within 6 months of contract award.
- Website wireframe design and mobile app development with API integration and interface. Completed within 6 months of contract award.
- After database, web crawler, data entry tools, website, and mobile app with API integration/interface are launched, engage in user testing, bug fixes, and enhancements. Completed within 12 months of contract award.
- Provide technical assistance in transferring hosting and management of the Clearinghouse and its tools to an organization to be determined by the University of Maryland Clearinghouse and Tracking Tool team. Completed within 12 months of contract award.
- The successful vendor will be required to provide clearinghouse website training to the Department. This training will be conducted virtually.

#### **5. MEETING REQUIREMENT**

All meetings associated with this project will be conducted virtually. The successful bidder will hold an initial project planning meeting with the University of Maryland project team to discuss the proposed project plan. After the conclusion of the initial project meeting, regular update meetings will be held with the University of Maryland project team at each milestone interval to review progress, provide feedback and document any needed changes as needed.

#### **6. PROPOSAL/MINIMUM VENDOR REQUIREMENTS**

All responses to this IFB shall include the following items:

- Company overview
- Details of experience working with organizations that work on issues of race, class equity and diversity
- Details of experience in education, higher education and/or education technology.
- Details of minimum of three years of successful experiences in:
  - Project management
  - Technology services
  - Website Wireframe, Design, and Implementation
  - Mobile app development
  - Database infrastructure design and development
  - UX/UI Design
  - UX Research
  - API Integration
  - Marketing and Communications Strategy



- Examples of recent website development work
- Details of proficiency in data modeling, database design, object-oriented analysis and design techniques, visual design, HTML, CSS, JavaScript, system architecture, including database and system performance tuning.
- Details of proficiency in the following or comparable systems:
  - Operating System: Linux or Server Apache
  - Ngnix Database MySQL
  - Web Framework WordPress 5.7
  - Programming Language PHP, JS, JQuery, HTML, CSS
- Details of the capacity to design and create web-based forms for data submission; data transformation routines and protocols; web crawler; and service-based architectures.
- Details of successful track record of meeting project deliverable timelines.
- References

## 7. **PRICING**

Pricing proposal shall include a breakdown of pricing for 1. Development, 2. UX/UI research and design and 3. Infrastructure/database design. Pricing submitted shall include all associated cost for project completion.

**Section D - Contract Administration Data**

1. **Roles of the University of Maryland Using Department Representative and Procurement Officer**

The Procurement Officer is the University of Maryland’s authorized representative for all pre-contract matters related to this contract. Additionally, throughout the duration of the contract, the Procurement Officer shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing or any other sections.

The University of Maryland’s Using Department Representative (Armand Scala at [ascala@umd.edu](mailto:ascala@umd.edu)) and designated staff shall be the principal interface on behalf of the University of Maryland for post-award technical matters, and shall have the authority to explain and provide further details regarding the University of Maryland’s expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Contact Person and designated staff shall have no authority to modify any provisions of this contract.

2. **Assignment**

No part of the work specified herein may be assigned or transferred to another Contractor without the prior written authorization of the Procurement Officer.

3. **Notices**

Notices under this contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

For the University of Maryland:

Brennita Johnson  
Procurement & Business Services  
University of Maryland  
2113-R Chesapeake Building  
College Park, MD 20742-3111  
Telephone: 301-405-5829  
Facsimile: 301-314-9565  
Email: [bjohnson@umd.edu](mailto:bjohnson@umd.edu)

For Bidder: (please complete the following)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

**Section E - Special Contract Requirements**

1. Term of Contract

The contract term shall commence upon award of contract.

2. Insurance Requirements

The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the errors, omissions and performance or non-performance by the Contractor, employees or agents, of the work covered by this contract. The University shall not assume any obligation to indemnify, hold harmless or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, including any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract. The amounts of insurance coverage specified below shall be the minimum amount of available insurance to satisfy claims; a policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

- 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. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
- c. Professional Liability Insurance, with a limit of not less than \$1,000,000 per occurrence.
- d. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.
- e. Products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.

All policies for liability protection, bodily injury or property damage must specifically and expressly name the University System of Maryland as an insured with respect to operations under the contract and premises occupied by the Contractor. With respect to the Contractor's liability for bodily injury or property damage under the items above,

such insurance shall cover and not exclude Contractor's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

Each insurance policy shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the Procurement Officer in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice must always be furnished. Following the notice of contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

All required insurance coverages must be acquired from insurers registered to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

3. Parking

If at any time Contractor shall be on the premises of the University of Maryland, then Contractor is responsible for acquiring a valid University of Maryland parking permit, obeying all parking regulations, and paying all fines assessed for violations of parking regulations. Contractor is responsible for ensuring this clause is included in Contractor's agreements with subcontractors.

4. Minority Business Enterprise (MBE) Notice

Minority business enterprises are encouraged to respond to this solicitation.

5. Reservation Of Rights

The University may cancel this IFB, in whole or in part, or reject all Bids submitted in response to the IFB when such action is determined to be fiscally advantageous to the University and/or the State or otherwise in the best interest of the University and/or the State. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services for which it is soliciting bids hereunder. The University reserves the right to award by item, groups of items or in the aggregate at the University's discretion.

6. Samples

The University reserves the right to request and be furnished samples at no expense to the University prior to or after the award for the purpose of quality and specification evaluation. All Samples will become the property of the University and will be kept for comparison to goods furnished under any contract that results from this solicitation. The sample(s) will be considered part of the express warranty of the quality of items bid.

7. Unable To Bid  
If Bidder is unable or unwilling to submit a Bid in response to the requirements, Bidder should provide a brief written explanation of the reasons to the Procurement Officer on or before the Bid due date. Failure to do so may result in Bidder's removal from the active Bidder's list.
  
8. Affidavits  
Each Bid submitted by a Bidder must include a completed and signed Affidavits. A copy of these Affidavits are included in Part IV, Section K Representations, Certifications and other Statements.
  
9. Incurred Expenses  
The University shall not be responsible for any expenses incurred by any Bidder in preparing and submitting a Bid in response to this IFB.

## **PART II - CONTRACT CLAUSES**

### **Section I - Contract Clauses**

#### **1. Scope of Work**

The Scope of Work is defined in Section C of this document.

#### **2. Compensation and Method of Payment**

Total compensation is shown in Section A, Item 19 of this document. Method of payment is defined in Section G, Subsections 2 and 3 of this document.

#### **3. Contract Term**

The contract term is defined in Section H, Subsection 1 of this document.

#### **4. University Work Rules**

Employees and agents of Contractor shall, while on the premises of the University, comply with all University rules and regulations. Contractor shall be acquainted 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.

#### **5. Harmony**

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

#### **6. Clean Up**

Contractor agrees to clean up on a daily basis and shall at all times keep the building and premises clean of dirt, trash and debris arising out of the operation of the contract. If Contractor fails to clean up and remove such dirt, trash and debris from the job site, the University may arrange for same at Contractor's expense. Upon the completion of the work, Contractor agrees to remove promptly all implements, surplus materials and debris if applicable when it is working on the University premises.

#### **7. Independent Contractor**

It is understood and agreed that the Contractor is an independent Contractor of the University and not an employee. The University shall not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereafter. If the Contractor employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the University, but rather they shall be employees or Contractors of the Contractor, and the Contractor bears full responsibility for compensating those persons.

#### **8. Multi-Year Contracts Contingent Upon Appropriations**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination section 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 non-recurring 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.

**9. Variations in Estimated Quantities**

The pricing shall remain firm and fixed at the dollar amounts or discount levels indicated in Section B for the duration of the contract. Any variation between actual quantities purchased hereunder and estimated quantities provided shall not entitle the Contractor to any type of equitable adjustment.

**10. Cost and Price Certification**

By submitting cost or price information the Contractor certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date.

**11. Delays and Extensions of Time**

(1) 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.

(2) Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a 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.

**12. Suspension of Work**

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

**13. Payment of University Obligations**

Payments to the Contractor pursuant to this contract shall be made no later than thirty (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, are prohibited. Electronic funds transfer (EFT) will be used by the State to pay Contractor(s) for Contracts with a value over \$200,000 and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption.

**14. Delivery and Acceptance**

Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes

beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in this IFB shall be FOB Delivered the point or points specified prior to, or on the date specified in the IFB. Any material or service that is defective or fails to meet the terms of the solicitation specifications will be rejected. Rejected materials or services shall be promptly replaced or re-performed, at the direction of the University. The University reserves the right to purchase replacement materials or services in the open market. Contractors failing to promptly replace materials or re-perform services lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

**15. Non-Hiring of Officials and Employees**

No official or employee of the State 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 and 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.

**16. Nondiscrimination 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, sexual orientation (added effective October 1, 2001) or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw material; and (c) to post in conspicuous places accessible to employees and applicants for employment, notices setting forth the substance of this section.

**17. 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 of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

*NOTE: The financial disclosure form is available under "Public Disclosures" on the following web site: [www.sos.state.md.us](http://www.sos.state.md.us)*

**18. Political Contribution Disclosure**

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State, a county, a municipal corporation or other political subdivision of the State, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election laws a statement disclosing contributions in excess of \$500 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) prior to purchase, completion or execution of any sale or any lease or contract by the University, and shall cover the preceding two calendar years; and
- (2) if the contribution is made after the completion of a sale or purchase, or execution of a lease or contract, then, twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6 month period ending July 31.

*NOTE: The political contribution disclosure form is available as "Title 14" under "Campaign Finance and Campaign Fund Reporting" under the "Forms" heading of the following web site: [www.elections.state.md.us](http://www.elections.state.md.us)*

## **19. Disputes**

- (1) This contract is subject to the University System of Maryland (USM) Procurement Policies and Procedures, and the University of Maryland Procurement Policies and Procedures.
- (2) Except as otherwise provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this section.
- (3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this section. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this section.
- (4) Within thirty days of when the basis of the claim is known or should have been known, whichever is earlier, the claim shall be made in writing and submitted to the Procurement Officer for decision in consultation with the Office of the Attorney General, as appropriate.
- (5) When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Procurement Officer. The written request shall set forth all the facts surrounding the controversy.
- (6) The Contractor, at the discretion of the Procurement Officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
- (7) The Procurement Officer shall render a written decision on all claims within 180 days of receipt of the Contractor's written claim, unless the Procurement Officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the Procurement Officer shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Procurement Officer's decision shall be deemed the final action of the University.
- (8) The Procurement Officer's decision shall be final and conclusive unless the Contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.
- (9) Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

## **20. Termination for Convenience**

- (1) The performance of work under this contract may be terminated by the University in whole or in part, in accordance with this section, whenever the University shall determine that such termination is in the best interest of the University or the State. Any such termination shall be

effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

(2) After receipt of a Notice of Termination, and except as otherwise directed by the Procurement Officer, the Contractor shall:

- (a) stop work as specified in the Notice of Termination;
- (b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;
- (c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (d) assign to the University, in the manner, at times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Procurement Officer, to the extent the Procurement Officer may require, which approval or ratification shall be final for all the purposes of this section;
- (f) transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer,
  - (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and
  - (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University;
- (g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Procurement Officer, any property of the types referred to in (f) above; provided, however, that the Contractor
  - (i) may not be required to extend credit to any purchaser, and
  - (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Procurement Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Procurement Officer may direct;
- (h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- (i) take any action that may be necessary, or as the Procurement Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the University has or may acquire an interest. The Contractor shall submit to the Procurement Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Procurement Officer, and may request the University to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the University shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the

items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

(3) After receipt of a Notice of Termination, the Contractor shall submit to the Procurement Officer his termination claim, in the form and with certification prescribed by the Procurement Officer. This claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the Procurement Officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the Procurement Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(4) Subject to the provisions of paragraph (3), the Contractor and the Procurement Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this section, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Procurement Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

(5) In the event of the failure of the Contractor and the Procurement Officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, the Procurement Officer shall pay to the Contractor the amounts determined by the Procurement Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the University (or sold or acquired as provided in paragraph (2) (g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of-

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

a. the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2) (e) above, which are properly chargeable to the terminated portion

of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services

b. furnished by subcontractors or Contractors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (g) above); and

(iii) a sum, as profit on (i) above, determined by the Procurement Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5) (a) and (b) (i) above, the fair value, as determined by the Procurement Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the University or to a buyer pursuant to paragraph (2) (g).

(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with USM Procurement Policies and Procedures in effect on the date of this contract.

(7) The Contractor shall have the right of appeal, under the section of this contract entitled "Disputes," from any determination made by the Procurement Officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the Procurement Officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the University shall pay to the Contractor the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Procurement Officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

(8) In arriving at the amount due the Contractor under this section there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the University may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this section, and not otherwise recovered by or credited to the University.

(9) If the termination hereunder be partial, the Contractor may file with the Procurement Officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this section shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the Procurement Officer.

(10) The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this section, such excess shall be payable by the Contractor to the University upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the Procurement Officer by reason of the circumstances.

(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this contract, preserve and make available to the University at all reasonable times at the office of the Contractor but without direct charge to the University, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Procurement Officer, reproductions thereof.

## **21. Termination for Default**

(1) The University may, subject to the provisions of paragraph (3) below, by written notice of default to the Contractor, terminate the contract in whole or in part in any one of the following circumstances: (a) If the Contractor fails to perform within the time specified herein or any extension thereof, or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Procurement Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

(2) In the event the University terminates this contract in whole or in part as provided in paragraph (1) of this section, the University may procure substitute performance upon terms and in whatever manner the Procurement Officer may deem appropriate, and the Contractor shall be liable to the University for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this section.

(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute

performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

(4) If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the provisions of this section, the rights and obligations of the parties shall, if the contract contains a section providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such section. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, and if this contract does not contain a section providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a claim as defined in the section of this contract entitled "Disputes".

(5) If this contract is terminated as provided in paragraph (1) of this section, the University, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Procurement Officer; failure to agree to such amount shall be a claim as defined in the section of this contract entitled "Disputes". The University may withhold from amounts otherwise due the Contractor hereunder such sum as the Procurement Officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

(6) The rights and remedies of the University provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (3) of this section, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

## **22. Arrearages**

By submitting a response to this solicitation, the bidder represents 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.

The bidder is also informed that the Comptroller (per State Finance and Procurement Article §7-222) may not, except under the conditions specified therein, issue a warrant for payment to a person if the person owes \$50 or more to the State, a unit of the State government, or any governmental entity under the control of the State. Therefore, applications for payment submitted by a contractor and approved by the University for payment may not be processed by the Comptroller for payment to the contractor if an arrearage in excess of \$50 exists.

**23. 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 actions as, from time to time hereafter, may be necessary to remain so qualified; **B.** It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract: and **C.** 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.

**24. 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 limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or his designee, at all reasonable times.

**25. Tax Exemption**

The State is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be 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.

**26. Registration**

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, 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 register with the Department of Assessments and Taxation.

*NOTE: The registration form is available as "Combined Registration Application" under the "Businesses" heading of the following web site: [www.marylandtaxes.com](http://www.marylandtaxes.com)*

**27. EPA Compliance**

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

**28. Occupational Safety and Health Act**

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.

**29. Maryland Law Prevails**

The provisions of this contract shall be governed by the laws of the State of Maryland WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS RULES.

**30. Software Licensing**

Licensor represents and warrants that the software, as delivered to the University, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or

incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of Licensor.

### **31. MUCITA**

The Maryland Uniform Computer Information Transactions Act (MUCITA), Maryland Code Annotated [Commercial Law] 21-101 through 21-816, does not govern this Agreement, except to the extent that section 21-104(2) of the Act applies. The parties further agree that this Agreement shall be governed by the common law of Maryland relating to written agreements and Maryland statutes other than MUCITA which may apply.

### **32. Applicability of Federal Laws**

If Federal contract and/or grant funds are utilized in any manner in the performance of this contract, then the University reserves the right to bind Contractor to all applicable clauses of the Federal Acquisition Regulation (FAR) and other FAR supplements, as well as all applicable provisions of the Office of Management and Budget (OMB) Circular A-110. Contractor agrees to promptly complete and return to the University any related forms and/or affidavits as may be required.

### **33. Protests and Claims**

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section X - Protests and Claims. Detail is available by accessing the following web site: [www.purchase.umd.edu](http://www.purchase.umd.edu) Click on this web site, then select the category "Policies and Procedures", followed by "USM Procurement Policies and Procedures".

### **34. Intellectual Property**

Work for Hire. Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection and are developed in connection with the performance of this contract (Works) shall constitute a work for hire as that term is defined in the Copyright Act of 1976, as amended. As a result, all right, title and interest in and to all such Works shall belong exclusively to the University, including without limitation all copyrights and other intellectual property rights therein. If for any reason a Work is not deemed to be a work for hire, Contractor hereby grants, transfers, sells and assigns, perpetual, free of charge, all title, rights and interest in and to said Work, including all copyrights and other intellectual property rights. The Contractor further agrees to execute and deliver to the University a confirmatory perpetual grant and assignment of all rights in and to Works and to execute any other proper document the University deems necessary to ensure the complete and effective transfer of all rights in Works to the University.

University Ownership of Deliverables and Related Materials. In accordance with the preceding paragraph, Works developed in connection with this contract are the exclusive property of the University. Contractor agrees to deliver all Works to the University upon completion of the order. Works include but are not limited to editorial drafts, original copy, photographs, proofs, corrected proofs, camera-ready boards and similar editorial materials and all negatives, flats, engravings, photostats, drawings, executable code, source code, fixes, patches, updates, upgrades, documentation embedded or otherwise, original copy, and other production materials and other production materials. Contractor shall be responsible for delivering all Works to the University no later than fifteen (15) working days form the date of final contract deliverables. In



the event the Contractor fails to return all such materials by this deadline and the University desires to use Works again, Contractor shall provide the University with equivalent materials, at its own expense, or reimburse the University, in full, for the cost of developing equivalent materials.

If the University has provided work, software or code it owns as part of this contract, Contractor agrees not to reverse engineer or decompile the software without the prior written approval of the University. Contractor will not develop software to contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals.

**Intellectual Property Warranty and Indemnification.** The Contractor represents and warrants that any materials or deliverables, including all Works, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, University shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the University under law or equity. Contractor further agrees to indemnify and hold harmless the University, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this contract, University shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**35. E-Maryland Marketplace Advantage**

All vendors interested in conducting business with the University of Maryland must register at: [procurement.maryland.gov](http://procurement.maryland.gov). Registration is free. eMarylandMarketplace Advantage™ is the State of Maryland's Internet-based procurement system. Registered vendors can access bid solicitations and receive email notification when new solicitations are posted.

**36. Eligibility to Purchase - *Not Applicable to this Procurement***

**37. Use of Agreement by Third Parties**

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the entities above to purchase at fees in accordance with the terms of the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports

for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity accessing the Agreement under this section, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive procurement processes as the need may be.

### **38. Changes**

The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the University in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

The section entitled “Delays and Extensions of Time” prohibits the Contractor from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the contract price and shall modify the contract.

The Contractor must assert its right to an adjustment under this section within 30 days from the date of receipt of the written order. Any request for an adjustment must be submitted in writing to the Procurement Officer.

Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

### **39. Information Technology Accessibility**

The University is committed to making its use of information technology compliant with all federal and state laws and requirements including but not limited to the provision for equally effective, equally integrated, and substantially equivalent ease of use for persons with disabilities, as required by the Americans with Disabilities Act (ADA). A product or service will be considered to have met the accessibility requirements based upon a review by the University or when the vendor documents that their product meets the requirement as described below. UMD reserves the right to test a vendor’s product or service to validate the claims regarding compliance.

The Offeror shall provide a description detailing how the system is in compliance with the W3C Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. Documentation should include:

- i. Description of complying features
  - a. Description of how feature conforms to WCAG 2.0 Level AA
  - b. If possible, submit certification from a 3<sup>rd</sup> party
- ii. Disclosure of noncomplying features
  - a. Description of feature(s) and issue(s) resulting in noncompliance,
  - b. a roadmap with timeframe for achieving compliance, and
  - c. recommended plans for providing equal access that work around issue(s)

Information about the Web Content Accessibility Guidelines can be found at:  
<http://www.w3.org/WAI/intro/wcag>”

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**Section J - List of Attachments**

ATTACHMENT UG-1 Required Federal Grant and Cooperative Agreement Flow down Provisions

**ATTACHMENT UG-1**  
**Required Federal Grant and Cooperative Agreement Flow down Provisions**

The following provisions apply to purchases which are Federally funded in accordance with the Federal Uniform Guidance, 2 CFR 200.

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

**PART IV REPRESENTATIONS AND INSTRUCTIONS**

**Section K – Representations, Certifications and other Statements**

**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, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

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

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



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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

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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; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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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 Department of Labor, Licensing, and Regulation, 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. 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)

## 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 box):

***Note: For the purposes of this Certification, Domestic means incorporated or with a strong legal presence within the State of Maryland, Foreign means incorporated outside of or without a strong legal presence in Maryland***

- (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: \_\_\_\_\_.

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. *NOTE: The forms for registration are available from the website <http://www.dat.state.md.us/sdatweb/sdatforms.html>* For further help call (410) 767-1340 or **email:** [charterhelp@dat.state.md.us](mailto:charterhelp@dat.state.md.us).

### 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 that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

NOTE: The financial disclosure form is available under on the following web site: <http://www.sos.state.md.us/PublicDisclosure.aspx>. For further information, go to [www.sos.state.md.us](http://www.sos.state.md.us)

### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

NOTE: The political contribution disclosure form is available at [http://www.elections.state.md.us/campaign\\_finance/disclosure\\_of\\_contributions.html](http://www.elections.state.md.us/campaign_finance/disclosure_of_contributions.html). Frequently asked questions and answers are available from this website.

### 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), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
  - (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

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

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

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

#### 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)



### **Conflict Of Interest Information**

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.

B. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

C. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

**Conflict of Interest Affidavit and Disclosure**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

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

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

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:** \_\_\_\_\_  
(Signature of Authorized Representative and Affiant)

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**PRINCIPLES OF SOCIAL RESPONSIBILITY  
and  
SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION**

**I. Principles of Social Responsibility**

A. As provided for in Section VIII. C. of the University System of Maryland Procurement Policies and Procedures, the University is required to make purchases from and award contracts to “responsible” contractors. The Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics to determine if a bidder or offeror is responsible. The University has determined that a bidder or offeror’s record of integrity and business ethics includes a demonstrated commitment to providing goods and services in an ethical, and socially and environmentally responsible manner by compliance with all applicable:

- (1) Federal and state labor relations and employment laws;
- (2) Federal and state non-discrimination in employment laws;
- (3) State of Maryland Commercial Nondiscrimination laws;
- (4) State of Maryland, Minority Business Enterprise (“MBE”) laws; and,
- (5) Federal and state health, safety and environmental laws.

The above laws are referred to as “Social Responsibility Laws.” The bidder or offeror’s compliance with the above laws is referred to as “Social Responsibility.”

B. Each bidder or offeror shall complete a Social Responsibility Affidavit, in the form that follows, as part of a bid or proposal submitted to the Procurement Officer in response to any solicitation to furnish goods or services of any kind including, but not limited to architectural or engineering services; construction; construction related services; maintenance; consulting; information technology (hardware, software and services); equipment or other commodities.

C. The Procurement Officer shall consider information provided in the Social Responsibility Affidavit to determine if a bidder or offeror is responsible. A determination that a bidder or offeror is not responsible may be considered as the basis for eliminating that bidder or offeror from further consideration for a contract award.

D. After award, the University may terminate a contract for default if the bidder or offeror did not disclose the requested information; misrepresented relevant information to the Procurement Officer; or was subject to a final judgment of non-compliance with applicable Social Responsibility Laws post-award. In such cases, the University may also institute proceedings to debar the vendor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

## **SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE**

A. The bidder or offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

### **B. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS**

I HEREBY AFFIRM THAT:

(1) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for noncompliance with federal or state labor relations and other employment laws or regulations, including but not limited to the National Labor Relations Act, as amended; the Davis-Bacon Act, as amended; the Fair Labor Standards Act, as amended; the Maryland Living Wage law, State Finance and Procurement Article, §18-101 et seq., Annotated Code of Maryland; the Maryland Prevailing Wage law, State Finance and Procurement Article, §17-201 et seq., Annotated Code of Maryland; federal and state child labor laws; federal minimum wage laws and; the Family Medical Leave Act, except as follows (explain below or add additional sheets):

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(2) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as follows (explain below or add additional sheets):

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(3) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article, §19-101 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(4) There have been no instances during the last five years of failure by the bidder or offeror to meet mutually agreed upon goals for minority business participation (MBE) on projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(5) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state health, safety or environmental laws or regulations , including but not limited to the U.S. Occupational Safety and Health Act standards; Maryland Occupational Health and Safety laws, State Labor and Employment Article, § 5-101 et seq., Annotated Code of Maryland, or the Federal Noise Control Act of 1972, except as follows (explain below or add additional sheets):

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

## **CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

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

1. The undersigned of \_\_\_\_\_ (Contractor) certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list (see NOTE below) 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 make the above certification regarding its investment activities in Iran due to the following activities:

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\_\_\_\_\_  
Signature:

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

\_\_\_\_\_  
Name of Authorized Representative:

\_\_\_\_\_  
Title:

NOTE: Information and List is available at:

[www.bpw.state.md.us](http://www.bpw.state.md.us)

Click On "Advisories"

Scroll Down to "2013-1"

Click On "IAI LIST"

## Debarment Certification

(1) The Grantee certifies to the best of its knowledge and belief that its selected contractor:

(a) Is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions with The State of Maryland or a public body in the State of Maryland.

(b) And the Grantee has reviewed the State's debarment list at <http://bpw.maryland.gov/pages/debarments.aspx>

Organization/Entity Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

**State of Maryland  
AFFIDAVIT**

**FUNDS WILL NOT BE USED FOR LOBBYING**

\_\_\_\_\_ certifies and covenants that it has  
(Name of Grant Recipient-Organization)  
not and will not use any State grant funds or any of its own matching funds: to pay (or promise to pay) any legislative agent, lawyer, or lobbyist for any services to obtain this grant.

I swear or affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

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

By: \_\_\_\_\_  
President

**AND**

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

By: \_\_\_\_\_  
Treasurer

Note: If the organization does not have a Treasurer, this Affidavit must be signed by the individual who has charge of and who disburses the organization's money.

Maryland law requires this Affidavit. See Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland.