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### Request For Proposals

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| **Issued By:**  University of Baltimore  Department of Procurement  1420 North Charles Street  Baltimore, MD 21201  Gary Corn  Telephone: 410-837-5715  e-mail: gcorn@ubalt.edu | RFP Number: UB-17-C-23  Date Issued: March 1, 2017  Proposal Due Date and Time: March 15, 2017 at 3:00 PM |
| To: Prospective Offerors | Period of Performance: 60 Month Closed-End Lease  F.O.B. Destination  Payment Terms: Annual Payments on Net 30 days |

### Request For Proposals

***For***

***Lease of One Marked Police Patrol Sedan***

### for the University of Baltimore

Per the specifications, terms and conditions of this RFP.

|  |  |  |
| --- | --- | --- |
| TO BE COMPLETED BY THE FIRM OFFERING A PROPOSAL | | |
| NAME AND ADDRESS OF OFFEROR  FEI Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSAL | DATE OF PROPOSAL |
| SIGNER’S NAME AND TITLE | TELEPHONE No. |

**REQUEST FOR PROPOSALS**: The purpose of this Request for Proposal (RFP) is to select from among competing proposals the optimum combination of price and service to meet the requirements outlined herein. Proposals will be independently evaluated and ranked considering all the specifications contained herein. **Technical merit will have greater weight than price.**

**PRE PROPOSAL CONFERENCE**:

**A preproposal conference will not be held in connection with this RFP.**

Each contractor is responsible for reading very carefully and understand­ing fully the terms and conditions of this RFP. All communications regarding this solicitation are to be made solely through the Issuing Office. Requests for clarifi­ca­tion or additional information must be made in writing (e-mail is preferred) to the Procure­ment Officer and received at the Issuing Office by close of business on **Wednesday, March 08, 2017.** The envelope in which such requests are sent should bear the following phrase: **"QUESTIONS: RFP # 17-C-23”**. Only written communica­tions relative to the procurement shall be considered.

All questions will be answered in writing, in the form of an addendum to the RFP. Both questions and answers will be dis­tributed, without identification of the inquirer(s), to all prospective contractors who are on record with the Procurement Officer as having received this RFP. No oral communications from the project team can be relied upon for proposal purposes.

**PUBLIC INFORMATION ACT NOTICE:**

Contractors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Contractors must clearly identify each and every section that is deemed to be confiden­tial, proprietary or a trade secret (it is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks **all** pages as confidential). Any in­dividual section of the proposal that is not labeled as confidential with an accompanying statement concern­ing the rationale for its claimed confidentiality shall be considered public information.

**CLOSING DATE**

Proposals must be delivered to the Issuing Office by **Wednesday, March 15, 2017 at 3:00 PM**. Proposals, amendments to proposals, or requests for withdraw­al of proposals arriving after the closing time and date shall not be considered. There shall be no public opening of the proposals. The names of contractors will not be released until after award.

**OBJECTIVE**:

The objective of this RFP is to select a firm to Lease a new, marked Police sedan for a 60 month period for the University of Baltimore Police. **Lease to be for 60 months, closed-end lease**. To include 12,000 miles annually. However, the University would like to consider the option of entering into a new lease for the same vehicle for several additional months at the end of the 60 month lease term.

The University of Baltimore reserves the right to lease a second vehicle as awarded as a result of this RFP, if funding is available, and if a second vehicle is available.

**CONTRACT TERM**:

The University seeks delivery on or before April 28, 2017.

**Pickup and Delivery Service**

The successful offeror shall provide pickup and delivery service to 1420 North Charles Street, Baltimore, MD, 21201. The cost of this service, if any, shall be included in the rental price. Because time is of the essence, please note that the delivery date may be a factor in award.

**VEHICLE DEFINITIONS AND DETAILS**:

**New 2017 Ford Police Interceptor Sedan.**

**PREFERED VEHICLE COLOR: White**

**Required Vehicle Specifications:**

**Keyless entry system**

**Approximate Exterior Dimensions (in.)**

Wheelbase 112 inches

Height 60 inches

Width (Mirrors Folded) 76 inches

**Approximate Interior Dimensions (in.)**

Front Rear

Head Room 38” 36”

Shoulder Room 58” 60”

Hip Room 56” 56”

Leg Room 40” 40”

Seating capacity 5

**Engine**

Approximately 3.5L V6 with 6-speed automatic transmission.

Police Package for alternator, radiator, battery, tires, brakes, wiring.

**Authorized Drivers**

University of Baltimore employees who are licensed drivers, at least 18 years of age, having an acceptable motor vehicle record as determined by UB’s Police Department. Employees’ motor vehicle records are approved once every two academic years. During the course of the lease the vehicle may be driven by multiple drivers.

**Traffic and Parking Violations**

University drivers will be responsible for payment of any fines resulting from traffic or parking fines.

**Mechanical Failure**

* The successful offeror shall be responsible for all mechanical repair services and charges should the rental vehicle break down.
* The successful offeror shall deliver a replacement vehicle and/or roadside assistance if requested. Offer emergency roadside assistance, 24/7, 365 days a year for any location within the United States. A toll free assistance line must be provided with each rental agreement and each driver will be notified of the number.
* The successful offeror shall be responsible for retrieving the rental vehicle in the event it must be abandoned. In this event the University will only be charged for the use of one (1) vehicle.

**Accidents**

The successful offeror shall be required to provide a description of procedures for vehicles involved in traffic accidents.

**Mechanical Failure**

Describe your procedures for vehicles experiencing mechanical failure. Include procedures for abandoning the vehicle.

**Mileage**

Rental rates shall include estimated annual mileage of 12,000. Mileage over that may be negotiated with successful offeror.

All bidders shall indicate the limits of their liability insurance and their physical damage insurance on the appropriate proposal page. **Insurance certificates for the above coverage shall be provided by the successful offeror or currently utilized subcontractor prior to commencement of any subsequent contract with UB.**

**Collision Damage Waiver Coverage (Optional)**

Please quote a rental charge for offered coverage to be added to the total cost of the rental charge.

**University of Baltimore will not, under any circumstance, purchase additional liability limits.** UB will meet excess liability obligations through its own insurance program. Authorized drivers are covered by the State of Maryland’s self-insurance program when driving a vehicle for UB business. Neither UB nor any authorized driver will indemnify any successful offeror for any liability arising out of any contract that results from this proposal.

**All offers and all vehicles furnished must include**: **Make Title To**:

1. Temporary License Tag University of Baltimore

2. Certificate of Origin Facilities Management

3. Odometer Statement 1420 North Charles Street

4. Original Invoice Baltimore, MD 21201

5. Copy of any & all vehicle lien documents [located in the City of Baltimore]

**Insurance Information**

The University of Baltimore is a campus of the University System of Maryland, and is an independent agency of the State of Maryland, and is covered by the State’s self-insurance trust fund. In lieu of insurance company and policy number, reference:

State of Maryland Insurance Trust Fund

Maryland Auto Fleet

State Treasurer’s Office

**Lease Terms and Conditions:**

1. The University seeks a 60 month, closed end lease. The term of the lease shall commence after delivery, execution of title, receipt of registration, receipt of tags, and upon the acceptance of the vehicle by the University. The rental rate offered in the Offeror’s proposal and accepted by the University will be a firm fixed rate for the entire 60 month term of the lease.
2. Lessor agrees to review and, if necessary, recalculate rental amount if mileage varies from the estimated mileage stated above. Such recalculation will be made at the University’s request, or as provided in the successful offeror’s proposal and accepted by the University.
3. Use of the Vehicle – The Lessor agrees that all leased vehicles may be operated by any University employee or other State of Maryland employee, including faculty and staff, over the age of 18, provided that the employee or faculty has a valid driver’s license.
4. Proposals must specify responsibility of lessee (University) for vehicle maintenance.
5. Termination Liability – Each offeror must state any fee that will be charged in the event of early termination of the lease at the University’s request for the University’s convenience.
6. Return of Vehicle – Each offeror must provide the name of an independent appraiser to evaluate the vehicle condition at the termination of the lease. The appraiser will determine if the vehicle has been returned in good condition, normal wear and tear excepted. The appraiser will determine what, if any, work is necessary to return the vehicle to good condition, normal wear and tear excepted, considering vehicle age, mileage and other factors. Any cost or fee charged by the appraiser at the termination of the lease must be paid by the lessor. The University reserves the right to accept or reject the offeror’s recommendation of an appraiser. If the University rejects the recommended appraiser, the University shall suggest an alternative appraiser to the Lessor before contract award (initiation or commencement of lease). Agreement on an appraiser before contract award (initiation or commencement of lease) is a requirement of this RFP.
7. Liquidated Damages – If any vehicle provided by the Lessor does not operate within normal good condition, the vehicle shall either be returned to the Lessor and the Lessor will provide a new vehicle, or the vehicle will be submitted by the University to the appraiser for evaluation. Normal maintenance required to keep the vehicle in good operating condition (as specified by the offeror and accepted by the University – see condition 4. above) will be the responsibility of the University. If normal maintenance has been performed and the vehicle does not operate in good condition, normal wear and tear excepted, the Lessor hereby agrees to perform any repair or maintenance specified by the appraiser to return the vehicle to good operating condition.
8. Insurance – The University is covered by the State of Maryland Self Insurance Trust Fund. Offerors agree to accept the State’s self-insurance for insurance of the leased vehicles. The University is prohibited from purchasing commercial insurance.
9. Loss of Vehicle – If any leased vehicle is damaged so severely that, in the University’s sole judgment, it cannot be economically repaired, The Lessor agrees to accept the proceeds of the State’s Self Insurance coverage as full and final settlement of the loss. Lessor must state the formula that would be used to calculate the value of the loss if the vehicle is stolen. Further, the Lessor agrees to cooperate with the Maryland State Treasurer’s office in filing claims, getting estimates, executing determinations and all other necessary procedures to complete the State of Maryland, State Treasurer’s claim of loss process.
10. Option to Purchase – The Lessee shall have the first right of refusal to purchase the leased vehicle at the termination of the lease. The Lessor shall determine the purchase price at the termination of the lease and offer the sale of the vehicle, including any terms and conditions of the sale, to the University within a reasonable time after the termination of the lease.
11. The University will **NOT** indemnify the lessor.
12. The terms and conditions of this RFP and the University’s Contract will be the terms and conditions that control any resulting contract. Contractors must submit, as part of their Technical Proposal, a statement to the effect that the contractor accepts all of the provisions, terms and conditions contained in this RFP. If the contractor wishes to propose alternate wording or additional terms and conditions, such must be clearly delineated in the Technical Proposal for the Procurement Officer's review. Any proposed wording or additional terms and conditions are subject to modification required by State of Maryland Law, Regulation, and University Procurement Policy and Procedures. **The University shall not be obligated to consider any wording, terms or conditions submitted after the proposal due date**. The University's refusal to consider wording, terms or conditions submitted after the closing date shall in no way relieve the contractor from performing the services specified herein under the specific provisions, terms and conditions of this RFP.

If a contractor's Technical Proposal does not contain any statement relative to the acceptance of or requested modification to the provisions, terms and conditions contained in this RFP, then the contractor shall be deemed to concur in full with all provisions, terms and conditions of this RFP.

1. 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.

**TECHNICAL EVALUATION**:

PLEASE PROVIDE ONE ORIGINAL AND TWO COPIES OF YOUR TECHNICAL PROPOSAL, AND ONE ORIGINAL AND TWO COPIES OF YOUR PRICE PROPOSAL.

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the requirements and criteria in this RFP. A contractor must satisfy and explicitly respond to ALL the specifications and requirements, including a detailed explanation of how each item is to be met. The evaluation committee will rank each qualified proposal on technical merit.

The criteria that will be used by the committee for the technical evaluation of proposals for this procurement are listed below in descending order of relative importance (most important listed first):

1. Acceptability of vehicles offered.
2. Specifications, terms and conditions of vehicle maintenance program offered
3. Acceptability of offeror’s contract and lease terms and conditions.
4. Proposed delivery date.
5. Other features not specifically requested that, in the University’s sole judgment, add value, economy or utility to the lease agreement.

**PROPOSAL ACCEPTANCE; DISCUSSION­­­­S:**

This RFP creates no obliga­tion on the part of the University to award a contract or to compensate contractors for proposal preparation expenses. The University reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP; to award to more than one contractor; to waive or permit cure of minor irregularities; and to conduct discussions with qualified contractors in any manner necessary to serve the best interest of the University.

Discussions may be conducted with those responsible contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the proposals received without further discussions.

**BASIS FOR AWARD**

All proposals will be evaluated by an evaluation committee. The University may classify a proposal as "not reasonably susceptible for award" if it does not meet the requirements of this solicitation. The University may also determine that an offeror is "not responsible", i.e., does not have the capabilities in all respects to perform the work required. Should a proposal be found not reasonably susceptible for award, or if an offeror is found not responsible, the proposal will not be considered further and the Offeror will be notified accordingly. The committee will make a recommendation for award of this contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, considering both technical factors and price factors as set forth in this RFP. **Technical merit will have much greater weight than price.**

**FINANCIAL EVALUATION:**

Concurrent with the technical evaluation, the separate price/financial volume of each qualified proposal will be distributed to the Financial Evaluation Committee. The Committee will evaluate each qualified proposal. This information will then be used to establish a financial ranking (from lowest to highest). Information from the form for price offers (Attachment A) will be used to compute the total price.

**FINAL RANKING AND SELECTIONS:**

Financial rankings of proposals will be combined with the corresponding technical ranking to determine a final ranking for each proposal. **Technical merit will have much greater weight than price.**

The University reserves the right to award the contract in the aggregate or to make awards item by item, or by groups of items. The Committee will recommend contract award to the responsible contractor or contractors whose proposal is (are) determined to be the most advantageous to the University, considering the evaluation factors in this RFP, and price.

**MINORITY BUSINESS ENTERPRISE (MBE) NOTICE:**

Minority business enterpri­ses are encouraged to respond to this solicitation. The use of certified minority subcontractor is strongly encouraged. If you intend to use a certified minority subcontract to fulfill the contract, please indicate the amount of the potential subcontract you will award to a certified MBE:

Award to Certified MBE subcontractor: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ %

The University of Baltimore actively supports the statewide MBE program and invites the participation of minority businesses in this business opportunity. Minority Business Enterprises (MBE) contractors are encouraged to obtain certification from the Maryland Department of Transportation (MDOT). All questions, related to certification, shall be directed to the Maryland Department of Transportation's (MDOT), Minority Business Enterprise (MBE) Program at 1‑800‑544‑6056.

**Request For Proposal Terms and Conditions**

1. Proposals containing terms and conditions contrary to the University of Baltimore's terms and conditions or taking exception to any of the terms and conditions in this Request For Quotation may be considered unacceptable and your Proposal may be rejected.
2. Time is of the essence. Be specific when quoting proposed delivery. Delivery may be a factor considered in making the award.
3. By submitting a Proposal, offeror agrees that all prices are valid for 90 days, or the term specified in the RFP (or price proposal form, Attachment A), whichever is longer.
4. **MULTIPLE AND ALTERNATE PROPOSALS:** Multiple proposals from a single contractor or alternate solution proposals will not be accepted or considered.
5. **ARREARAGES:** By submitting a response to this solicitation, a contractor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
6. **DRUG AND ALCOHOL FREE WORKPLACE NOTICE:** Contractors are advised that contract award is subject to the provisions of COMAR requiring certification that the contractor will provide a drug and alcohol free workplace in accordance with COMAR 21.11.08.
7. **ELIGIBILITY TO PURCHASE:** By submitting a proposal, the contractor agrees to extend the proposal price structure and discounts to all University System of Maryland campuses and facilities within the state of Maryland.

***CONTINUED ON NEXT PAGE***

**STANDARD CONTRACT TERMS AND CONDITIONS**

**And SAMPLE CONTRACT FORM**

***UNIVERSITY OF BALTIMORE***

Contract No.:

This Agreement is entered into between ., (hereinafter referred to as Contractor) and the University of Baltimore, 1420 N. Charles Street, Baltimore, Maryland 21201 (hereinafter referred to as the University.

**1. Scope of Work**

**REQUIREMENT**

Closed end lease for one vehicle:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Vehicle Description** | **Quantity** | **Alternative Fuel Capability** | **Anticipated Annual Mileage** |  |
| 1. | Vehicle:  New 2017 Ford Police Interceptor Vehicle  Lease Term:  60 months  Delivery Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Maintenance:  None (UB will handle scheduled oil changes) | 1 | No | 12,000 miles per year |  |

1. The University seeks a 60 month, closed end lease. The term of the lease shall commence after delivery, execution of title, receipt of registration, receipt of tags, and upon the acceptance of the vehicle by the University. The rental rate offered in the Offeror’s proposal and accepted by the University will be a firm fixed rate for the entire 60 month term of the lease.
2. Lessor agrees to review and, if necessary, recalculate rental amount if mileage varies from the estimated mileage stated above. Such recalculation will be made at the University’s request, or as provided in the successful offeror’s proposal and accepted by the University.
3. Use of the Vehicle – The Lessor agrees that all leased vehicles may be operated by any University employee or other State of Maryland employee, including faculty and staff, over the age of 18, provided that the employee or faculty has a valid driver’s license.
4. Proposals must specify responsibility of lessee (University) for vehicle maintenance.
5. Termination Liability – Each offeror must state any fee that will be charged in the event of early termination of the lease at the University’s request for the University’s convenience.
6. Return of Vehicle – Each offeror must provide the name of an independent appraiser to evaluate the vehicle condition at the termination of the lease. The appraiser will determine if the vehicle has been returned in good condition, normal wear and tear excepted. The appraiser will determine what, if any, work is necessary to return the vehicle to good condition, normal wear and tear excepted, considering vehicle age, mileage and other factors. Any cost or fee charged by the appraiser at the termination of the lease must be paid by the lessor. The University reserves the right to accept or reject the offeror’s recommendation of an appraiser. If the University rejects the recommended appraiser, the University shall suggest an alternative appraiser to the Lessor before contract award (initiation or commencement of lease). Agreement on an appraiser before contract award (initiation or commencement of lease) is a requirement of this RFP.
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8. Insurance – The University is covered by the State of Maryland Self Insurance Trust Fund. Offerors agree to accept the State’s self-insurance for insurance of the leased vehicles. The University is prohibited from purchasing commercial insurance.
9. Loss of Vehicle – If any leased vehicle is damaged so severely that, in the University’s sole judgment, it cannot be economically repaired, The Lessor agrees to accept the proceeds of the State’s Self Insurance coverage as full and final settlement of the loss. Lessor must state the formula that would be used to calculate the value of the loss if the vehicle is stolen. Further, the Lessor agrees to cooperate with the Maryland State Treasurer’s office in filing claims, getting estimates, executing determinations and all other necessary procedures to complete the State of Maryland, State Treasurer’s claim of loss process.
10. Option to Purchase – The Lessee shall have the first right of refusal to purchase the leased vehicle at the termination of the lease. The Lessor shall determine the purchase price at the termination of the lease and offer the sale of the vehicle, including any terms and conditions of the sale, to the University within a reasonable time after the termination of the lease.
11. The University will **NOT** indemnify the lessor.
12. The terms and conditions of this RFP and the University’s Contract will be the terms and conditions that control any resulting contract. Contractors must submit, as part of their Technical Proposal, a statement to the effect that the contractor accepts all of the provisions, terms and conditions contained in this RFP. If the contractor wishes to propose alternate wording or additional terms and conditions, such must be clearly delineated in the Technical Proposal for the Procurement Officer's review. Please be aware that any proposed wording or additional terms and conditions are subject to modification required by State of Maryland Law, Regulation, and University Procurement Policy and Procedures. **The University shall not be obligated to consider any wording, terms or conditions submitted after the proposal due date**. The University's refusal to consider wording, terms or conditions submitted after the closing date shall in no way relieve the contractor from performing the services specified herein under the specific provisions, terms and conditions of this RFP.
13. If a contractor's Technical Proposal does not contain any statement relative to the acceptance of or requested modification to the provisions, terms and conditions contained in this RFP, then the contractor shall be deemed to concur in full with all provisions, terms and conditions of this RFP.
14. 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.

**15. Compensation and Method of Payment**

Total compensation, payment schedule and method of payment are shown in Attachment A of this document.

**16. Contract Term**

The contract term shall commence on the date the contract is signed on behalf of the University, or the date the vehicles are accepted by the University, or such later date as the University directs. The contract term shall terminate 60 months after the beginning date unless extended or sooner terminated in accordance with the contract.

At the sole option of the University, the contract may be renewed for up to one additional 12 month term under the same terms and conditions, with prices as quoted in Attachment A and accepted by the University of Maryland.

**17. 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 the bid or proposal shall be delivered FOB the point or points specified prior to, or on the date specified in the bid or proposal. Any material 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.

**18. Liquidated Damages**

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

**19. Specifications**

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations, and to the specifications contained herein.

**20. 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.

**21. Suspension of Work**

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

**22. 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.

**23. 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.

**24.**  **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.

**25. 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)

**26. Political Contribution Disclosure**

The Contractor shall comply with Election Law Article 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 (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6 month period ending July 31.

*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)

**27.** **Contingent Fee Prohibition**.

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

**28.** **Disputes**

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

**29.** **Termination for Default**

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

**30. Termination for Convenience.**

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

**31. Set-Off**

The University may deduct from and set-off against any amounts due and payable to the Contractor any back charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

**32. Arrearages**

By submitting a response to this solicitation, Contractor 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.

**33. Compliance with Laws**

The Contractor hereby represents and warrants that:

**a**. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be neces­sary to remain so qualified;

**b**. It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

**c**. It shall comply with all federal, State, and local laws, regula­tions, and ordinances applicable to its activities and obligations under this Contract; and

**d**. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**34. 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.

**35. 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.

**36. 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*](http://www.elections.state.md.us)*.com*

### 37. EPA Compliance

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

**38. 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.

**39. Maryland Law Prevails**

The provisions of this contract shall be governed by the laws of Maryland

**40. 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 the web site, then select the category "Policies and Procedures", followed by "USM Procurement Policies and Procedures".

**41. Pre‑existing Regulations.**

In accordance with the provisions of Section 11‑206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

**42. Eligibility to Purchase**

By submitting a proposal, Contractor agrees to extend the proposed price structure and discounts to all University System of Maryland campuses and facilities within the state of Maryland.

**43. Proposal Affidavit**

The enclosed Proposal Affidavit shall be completed and submitted to the Procurement Officer as part of Contractor's proposal.

**44. 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.

**45. Entire Agreement**

This Agreement, and Attachment 1 contain the entire agreement of the parties and supersede all prior agreements and understanding, oral or otherwise, between the parties. No modification or amendment of this Agreement shall be effective unless the same shall be in writing duly executed by all parties hereto.

**46. Notices**

Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

AGREED TO BY: The University of Baltimore AGREED TO BY: (Contractor)

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

(Signature) (Signature)

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(Printed name) (Printed name)

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

(Title) (Title)

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(Date) (Date)

**ATTACHMENT A - FORM FOR PRICE PROPOSAL**

It is essential that price proposals be **separately sealed** from technical proposals. The Financial proposal shall cover all proposed items, services and prices. This form is to be completed in full and signed for each proposal. Worksheets or automated price quotation systems may be used to provide additional information, but price evaluation will be based on prices entered on this form. This form must be signed by an individual authorized to bind the contractor and must include the contractor's name, typed or written legibly.

Blanks will be interpreted as zero and no cost, price or compensation will be allowed for that item.

If offering other than the referenced make and model, include three copies of technical specifications for review and evaluation.

Delivery may be a factor in award.

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| --- | --- | --- | --- | --- | --- |
| SCHEDULE | | | | | |
| Item No. | Supplies/Services | Quantity | Unit | Unit Price  (Per month) | Total |
| 1. | Vehicle:  New 2017 Ford Police Interceptor Vehicle  Term:  60 months  Delivery Date:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Maintenance:  None (UB will handle scheduled oil changes)  Make \_\_\_\_\_\_\_\_\_\_ Model \_\_\_\_\_\_\_\_\_\_\_\_ | 60 | Months |  |  |
| 2. | Acquisition Fee (if any) | 1 | Fee |  |  |
| 3. | Disposal Fee (if any) | 1 | Fee |  |  |
| 4. | Delivery Fee (if any) | 1 | Fee |  |  |
| 5. | Taxes – note the University is normally exempt from State tax – tax exempt number 30002563 | 1 | Tax |  |  |
| 6. | Title, registration fee | 1 | Fee |  |  |
| 7. | License plate fee. | 1 | Fee |  |  |
| 8. | Other dealer preparation and document preparation fees. Please specify: | 1 | Fee |  |  |
| 9. | Security Deposit (if any) | 1 | Deposit |  |  |
| 10. | Mileage fee – Specify the fee charged if the University exceeds the specified and agreed mileage. Specify the total here, use additional sheets if necessary. |  |  |  |  |
| 11. | Early Termination fee – Specify the fee the University will be charged for early termination of the lease. Specify the total here, use additional sheets if necessary. |  |  |  |  |
| 12. | Lessor must state the formula that would be used to calculate the value of the loss if the vehicle is stolen. |  | | | |
| 13. | Any and all other fees. Specify: |  |  |  |  |

|  |
| --- |
| In compliance with specifications terms and conditions of this RFP, the undersigned agrees, if this offer is accepted by the University, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the RFP and offerors proposal.  This contract incorporates the Solicitation/Request for Proposal and any amendments thereto, as well as Contractor's proposal and amendments thereto. In the event of a discrepancy between the terms of this contract, including amendments and modifications made thereto, and Contractor's proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order:  a) This Contract, including the Solicitation/Request for Proposal and amendments and modifications made thereto   1. Contractor's proposal, including amendments and modifications made to the proposal.   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. |

Signature, name and title of person authorized to sign offer:

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

(Signature)

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

(Printed name)

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

(Title)

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

(Date)