RFP NO. 20702-P

UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

REQUEST FOR PROPOSALS

FOR

GRADUATE PROGRAM MARKETING CAMPAIGN

ISSUED: MONDAY, NOVEMBER 22, 2010

PRE-PROPOSAL CONFERENCE: N/A

DEADLINE FOR QUESTIONS: THURSDAY, DECEMBER 2, 2010 by 4:00 p.m.

DUE DATE FOR TECHNICAL & PRICE PROPOSALS: THURSDAY, DECEMBER 9, 2010 by 2:00 p.m.

ORAL PRESENTATIONS: TUESDAY, DECEMBER 21, 2010

Important Note: Prospective Proposers who receive a copy of this solicitation from a source other than the Issuing Office must immediately contact the Issuing Office prior to the closing date and provide their name and mailing address in order that amendments to the RFP or other communications can be sent to them. The University bears no responsibility for incomplete or inaccurate proposals submitted by any prospective Proposer who fails to so notify the Issuing Office.
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SECTION 1: GENERAL INFORMATION

1 Summary Information

1.1 Objective
The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, an agency of the State of Maryland (herein referred to as the “University”) as the first step in a multi-year marketing campaign to increase enrollment in targeted graduate programs, intends to contract for consulting services to enhance the web presence of our applied master’s programs.

1.2 Description of Campus
UMBC is a medium-sized, selective, public research university that attracts high-achieving students to its undergraduate and graduate programs in the liberal arts, sciences, and engineering. Founded in 1966, UMBC is classified by the Carnegie Foundation as Research Extensive and boasts an impressive array of scholarly and research awards. The campus’ externally funded research portfolio, now in excess of $80 million, has more than doubled over the past 5 years. With a remarkable collection of cutting-edge research laboratories, research centers and institutes, and excellent teaching and research facilities, UMBC is well positioned to continue its growth as a leading research university.

UMBC’s 9,668 undergraduates and 2,184 graduate students come from 45 states and 90 foreign countries. Its faculty are deeply committed to providing a distinctive and rich undergraduate experience including opportunities for faculty guided research. At the doctoral level, last year UMBC awarded 75 Ph.D.s in 17 disciplines. A campus community recognized for its cultural diversity, UMBC is home to the nationally known Meyerhoff Scholarship Program.

The 500-acre campus near Baltimore-Washington International Airport has a budget of approximately $280 million and has a full-time instructional faculty of about 365 members. UMBC is a member of the University System of Maryland and is accredited by the Middle States Association of Colleges and Secondary Schools.

Additional information about UMBC can be found at the University’s web site, which is http://www.umbc.edu.

1.3 Issuing Office
Delores R. Pertee / Sharon Quinn
Contract Administrator
The University of Maryland, Baltimore County
Procurement Services
Room 301 Administration Building
1000 Hilltop Circle
Baltimore, Maryland 21250
(410) 455-3915 or 410-455-2540
Email: Dpertee@umbc.edu or Squinn@umbc.edu
The sole point of contact in the University for purposes of this RFP is Delores R. Pertee. Any questions with regard to any aspect of this proposal must be directed to Delores R. Pertee in writing. From the release of this RFP until a proposal is selected and the Contract is executed, Proposers may not communicate with any other University staff concerning this solicitation except as set forth below in Section 1.8 – Questions and Inquiries. If a Proposer engages in any unauthorized communication, it may be grounds for rejection of the proposal.

1.4 Closing Dates and Required Delivery

In order to be considered, the original plus seven (7) copies (for a total of eight sets) of the Technical Proposal and, separately, the original plus two (2) copies (for a total of three (3) sets) of the Price Proposal must arrive at the Issuing Office by no later than 2:00 p.m. on Thursday, December 9, 2010. Volume 1 - Technical and Volume 2 – Price must be delivered in separate sealed packages so that the Technical volumes can be opened without opening the Financial volumes. The original of each volume must be clearly identified. Proposers mailing proposals must allow sufficient mail delivery time to insure timely receipt by the Department of Procurement. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. Late Proposals will not be opened or considered. Proposals will be opened in accordance with the provisions of the University System of Maryland Procurement Policies & Procedures. There will be no public proposal opening of either the technical or financial proposals. The register of proposals shall be opened to public inspection after award of contract. All proposals and accompanying materials become the property of the University and will not be returned. In those instances where a Proposer is deemed to be “not reasonably susceptible of award” during the Technical Evaluation, only the Price Proposals shall be returned unopened.

1.5 Proposer Contacts

To insure that RFP documentation and subsequent information (i.e., addenda, clarifications, etc.) is directed to the appropriate person(s) within the Proposer’s firm, each Proposer who receives a copy of this solicitation and is interested in participating is required to contact the Issuing Office immediately and provide the following information:

- Name of primary contact (to whom information should be directed)
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact

1.6 Delivery of Proposals

Proposals must be delivered to:
- The University of Maryland, Baltimore County
- Procurement Services
- Room 301 Administration Building
- 1000 Hilltop Circle
- Baltimore, Maryland 21250

1.7 Pre-Proposal Conference

A Pre-Proposal Conference will not be held in conjunction with this RFP.
1.8 Questions and Inquiries

All contact between Proposers and the University will be formally held at scheduled meetings or in writing through the Issuing Office. Questions and inquiries, in writing, must be directed to the Procurement Officer referenced with the Issuing Office above (1.3). All such questions and inquiries must be received no later than Thursday, December 2, 2010 by 4:00 p.m. Questions only may be sent via FAX to the attention of the Procurement Officer designated above at (410) 455-1009. No questions or inquiries will be accepted after the deadline date for Questions and Inquiries. Inquiries will receive a written reply and copies of replies will also be sent to all other known Proposers, but without identification of the inquirer. Failure to request clarifications prior to the date and time for submission of proposals will be a waiver of any claim by the Proposer for expenses made necessary by reason of later interpretation of the contract documents, and will bind the Proposer to the University’s interpretation.

1.9 Interpretation of RFP

If the Proposer finds any perceived conflict, error, omission or discrepancy on or between the specifications, attachments, or any of the Contract documents, the Proposer may submit a written request to the Issuing Office for an interpretation or clarification before the deadline for questions and inquiries.

Any interpretation of the Contract documents made by any party other than the Procurement Officer, or in any manner other than a written response, is not binding and the Proposer may not rely upon any such interpretation. The Proposer may not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract documents, or incorrectly assumed conditions regarding the nature or character of the work, if no request for interpretation was made by the Proposer prior to the deadline for questions.

1.10 Term of Contract

The contract shall be for a period of one year (1) beginning with the date of the contract award. The University shall have the option to extend the contract for one (1) additional one-year term, said option to be exercised at the sole discretion of the University. In the event the University elects to exercise any one or more of the said one-year options, the Contractor shall be notified in writing at least sixty (60) days prior to the commencement of the additional one-year term involved.

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will not be permitted), it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any shall not exceed the Consumer Price Index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase over the twelve-month period, the Consumer Price Index for “Internet Services and Electronic Information Providers” of 77.073 as of August, 2010 will be used as the benchmark. Statistics will be referenced as a cap for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.
1.11 Oral Presentations

As part of the Technical Evaluation, the University is requiring that Proposers make technical presentations in conjunction with their written proposals. Proposers are not permitted to disclose or discuss any financial information during these presentations. Doing so may result in rejection of the proposal.

For this solicitation, the University is scheduling presentations of not more than one-hour with all Proposers whose proposals have been deemed to be reasonably susceptible of award. The following date has been set aside for the presentations: **Friday, December 17, 2010 between 8:00 a.m. – 5:00 p.m. Proposers must make sure that they can be available on this date.** Proposers will be notified on Thursday, December 16, 2010 of their scheduled Presentation time. The proposed Account Representative and their supervisor must attend the presentation.

1.12 Award

Upon completion the evaluation, all discussions and negotiations, the University intends to make an award to the Proposer whose proposal is determined to be the most advantageous and presents the best value to the University considering price and evaluation factors set forth in the solicitation.

1.13 Formation of Agreement/Control with Successful Proposer

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and the University and shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract attached as Appendix C, (3) the University purchase order; and (4) the Proposer’s response to the RFP and any amendments or changes thereto.

The terms and conditions contained in the Contract (Appendix C) reflect those, which are required by the University System of Maryland Procurement Policies and Procedures and may not be changed or modified. By submitting a proposal in response to this RFP, the Proposer accepts the terms and conditions set forth in this RFP as well as those required by the State of Maryland. Failure to accept these terms and conditions may result in proposal being deemed unresponsive. The University will not consider any attempts to change, waive or override any of the mandatory language provisions, including but not limited “Governing Law, “Termination for Default” and “Termination for Convenience.”

Any additional specific terms and conditions that the Proposer may wish to include, including any contracts which the Proposer proposes to use, must be submitted by the solicitation closing date as part of the Technical Proposal. Terms and conditions submitted by a Proposer after solicitation closing date shall not be accepted and will not be considered for negotiation or incorporation into the terms of the awarded contract.
1.14 Order of Precedence

The contract between the parties will be embodied in the contract documents, which will consist of those items named in 1.13 above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.

1.15 Announcement of Award

The award notice will be posted on the University’s electronic bid board.

1.16 Public Information Act

Offerors should give specific attention to the identification of those portions of their bids/proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. A statement in a header or footer on each page or contained in a preface or opening paragraph indicating that the entire bid or each page is deemed confidential is not adequate. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. By submitting a response to this solicitation, the Bidder consents to release of all bid documents with the exception of those specific provisions that are noted confidential, proprietary or a trade secret as defined and set forth in the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

Any statements requesting to keep portions of the proposal confidential must be included in the cover letter clearing setting forth those specific portions. A mere statement in the preface or notation on each page that the entire proposal is deemed confidential is insufficient for meeting the intent of this requirement nor will Proposers be permitted after the due date and time to designate areas as confidential that were not so noted prior to submission of proposals.

1.17 Piggyback Clause

UMBC is a member of the University System of Maryland (‘USM’) and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM must any of those institutions express an interest in participating in any contract that results from this solicitation for a period of up to one (1) year after UMBC makes its award. Furthermore, on occasion, other State educational institutions (e.g., St. Mary’s College, Morgan State University, Baltimore City Community College) may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions. Proposers must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.
1.18 Debriefing of Unsuccessful Proposers

Unsuccessful Proposers may request a debriefing of their proposal. A debriefing of an unsuccessful Proposer shall be conducted within a reasonable time upon receipt of a written request submitted to the Procurement Officer. The written request by the unsuccessful Proposer must be submitted within seven (7) working days after notification of determination of award or notification of being deemed "not reasonably susceptible of award." The debriefing shall be limited to discussions of the unsuccessful Proposer’s proposal only and shall provide information on areas in which the proposal was deemed weak or deficient.

The debriefing MAY NOT include discussions of a competing Proposer’s proposal or discussion thoughts, notes or ranking from an individual evaluation committee member. A summary of the Procurement Officer’s rationale for the selection may be given.

1.19 Maryland Public Ethics Law, Title 15

The Maryland Public Ethics Law prohibits, among other things, State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into contract with the governmental unit with which the individual is affiliated per the Annotated Code of Maryland, State Government Article, §15-502.

If the Proposer has any questions concerning application of the State Ethics Law to the Proposer’s participation in this procurement, it is incumbent upon the Proposer to seek advice from the State Ethics Commission: 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401. Telephone Number is (410) 974-2068, Toll Free 1-877-669-6085 and Fax number is 410-974-2418.

The Procurement Officer may refer any issue raised by a proposal to the State Ethics Commission. The Procurement Officer may require the Proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is voidable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland Employee in connection with this procurement.

1.20 Assistance in Drafting Specifications

Pursuant to the Annotated Code of Maryland, State Government Article, §15-508, a Proposer who employees an individual who assists the Agency in writing specifications for an invitation to bid or a request for proposals for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. If a Proposer has any questions regarding the applicability of this provision of the State Ethics Law in connection with this procurement, contact the State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401. Telephone Number is (410) 974-2068, Toll Free 1-877-669-6085 and Fax number is 410-974-2418.
1.21 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (“EFT”) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 Form can be downloaded at: http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf

1.22 Minority Business Enterprise Participation

State-certified Minority Business Enterprises (“MBE”) are encouraged to respond to this solicitation.
SECTION 2: UMBC REQUIREMENTS/SCOPE OF SERVICES

BACKGROUND, SCOPE OF WORK AND REQUIREMENTS

1. BACKGROUND

Continued development of graduate programs is a central goal in UMBC’s strategic plan. By supporting targeted master’s programs that generate revenue over cost, we can make a significant difference in enrollment and resources for graduate education.

Prospective graduate students tend to make their application and enrollment decisions based on programs rather than institutions. UMBC’s graduate program marketing is handled by staff in individual programs or divisions, who have successfully grown enrollment and added new programs in response to market demand.

We feel that this is an opportune time to capitalize on internal expertise and external market forces to complement the efforts of individual applied master’s programs through branding and by co-marketing selected programs. In addition to a strong response to new UMBC programs in technology, engineering, aging services and industrial/organizational psychology, the interest in careers in such traditional master’s as education, public policy and history has created a critical mass of graduate and professional studies programs that could be co-marketed in the following clusters:

A. Targeted Applied Master’s Programs and Clusters

Technology/Engineering Cluster
- Online Information Systems
- Engineering Management
- Systems Engineering
- Biotechnology, Biotechnology Management
- Cybersecurity
- Geographic Information Systems (GIS)

Humanities/Social Sciences Cluster
- Public History
- Center for History Education
- Non-Profit Management
- Public Policy
- Industrial/Organizational Psychology

Health/Human Services Cluster
- Management of Aging Services
- Emergency Health Services Management

Education Cluster
- Instructional Systems Development (ISD)
- Teachers of English to Speakers of Other Languages (TESOL)

(See Appendices E and F for details: program degrees, delivery methods, departments, URLs)
2. SCOPE OF WORK

A. Branding

UMBC’s institutional brand as an honors university in Maryland was conceived in the mid-1990s when the institution was focused almost exclusively on its undergraduate program. The brand has served us well, successfully repositioning the school to attract motivated students and reward them with the resources and attention they need to succeed. However, UMBC’s graduate program has grown in the past 15 years, with master’s and doctoral students now comprising nearly 3,000 of our 13,000 enrollment.

Although the honors university will remain the overall institutional brand, it is time to develop a brand extension that reflects the strengths of our offerings for students seeking graduate degrees, particularly in the competitive marketplace for applied professional degrees. As we prepare to intensify the marketing for our applied master’s programs, we need to develop branding that expresses UMBC’s strengths and attracts students interested in both professional and traditional academic degrees. Ranked by the Carnegie Foundation in the category of “high research activity,” UMBC is also closely attuned to the needs of business and industry, thereby offering the benefits of a research university as well as master’s programs that are highly respected, convenient and affordable.

B. Campaign Plan – Phase One, FY 11

In FY11, UMBC will launch a multi-year campaign supporting recruitment for selected applied master’s programs that produce revenue over cost. The five-year goal for enrollment growth in the targeted programs is 300 FTEs, or 1,000 headcount. (With no change in marketing, we project 570 headcount for that period.)

During the first year of the campaign (through June 2011) we will enhance the applied master’s web presence and prepare for advertising in subsequent years. The scope of this RFP covers the first year, when we plan to enhance our web presence of the targeted applied master’s programs listed above with the following initiatives:

1) Develop branding for UMBC’s graduate enterprise Branding and positioning messages will
   - be incorporated as appropriate in UMBC web sites related to graduate studies
   - inform the cluster landing pages
   - serve as the basis for future advertising and marketing

2) Develop landing pages for each of the four clusters above
   These will serve to recruit prospective applied master’s students by providing a place to co-market programs and drive users to individual program sites. The landing page should
   - provide information about related programs
   - generate traffic through SEO
   - express the branding
   - tell the cluster and institutional stories, showing UMBC’s breadth, depth and strengths
• expose the user to related programs
• ultimately drive prospects to individual program sites with minimal clicks

3. REQUIREMENTS IN TECHNICAL PROPOSAL

A. Project Deliverables - Please provide a detailed description of how you would approach and accomplish each of the following:

1. Develop Branding for Graduate Programs
   i. Lead a process with staff (listed below) to develop a brand promise and messaging that reflect UMBC’s strengths and distinctive position in graduate education. Outcome should also include materials to guide future marketing (e.g., evidence/examples of stories from UMBC, creative brief, and/or other materials that the consultant may recommend).
   ii. Work in collaboration with the design team in UMBC Creative Services to develop the graphic expression and execution of the brand.
   iii. Develop recommendations and standards for incorporating branding in web sites of targeted applied master’s programs, Graduate School, and Professional Studies (see Appendix for URLs). While we do not intend to redesign existing web sites, we are open to enhancements that will incorporate the branding (as well as other aspects that UMBC marketing staff will assess, such as SEO, navigation, accessibility, content, usability, etc.).
   iv. Working in collaboration with UMBC Creative Services, develop concepts and sample executions for future advertising.
   v. Deadlines:
     - Items A and B above (Process, Graphics): February 2011
     - Items C and D above (Recommendations, Ads): March 2011

2. Develop Four Cluster Landing Pages

For each cluster:
   i. Develop site:
     • Create information architecture and wireframe, from which UMBC Creative Services design staff will create look and feel. Note that each site should be only 1-2 pages deep, since the goal is to drive visitors to individual program sites.
     • Make technology recommendations (including site maintenance/updating software that will be easy for staff to use, as well as items to keep site content fresh and facilitate communication with users).
     • Design site to be in compliance with accessibility standards and optimized for search engines.
ii. Develop content
- Write headlines and text that pique users’ interest and reinforce the brand.
- Write 3 short (250-400 word) stories for launch that can change on refresh (e.g., what users can do with degree, alumni profiles, industry content)
- Advise on ideas and sources for content (photos, video, text) that could be added in the future to keep site fresh.

iii. Collaborate with the design team in UMBC Creative Services, who will create the graphic look and feel and build out the pages.

iv. Conduct user testing for site effectiveness and ease of use. (In your response, describe your methodology.)

v. Deadline: March-April 2011 (can roll out individual landing pages as they are ready)

Approval process and stakeholders:
- The Assistant Vice President for Marketing & Creative Services will serve as the consultant’s point of contact.
- The Campaign Marketing Team (members will be identified to successful contractor) will provide front-end input and direction, represent individual targeted programs, and give final approval of deliverables.
- The Senior Leadership Team (members will be identified to successful contractor) from each enrollment unit and the Office of Institution Advancement will provide direction and concept approval.
- The successful contractor will be expected to engage with the Senior Leadership Team and Campaign Marketing Team to develop branding.
- The successful contractor will be expected to present (for feedback, not approval) at a Graduate Program Directors’ meeting in Spring 2011.

B. Firm Experience and References

1. Complete a “Firm Experience Form” (found in Appendix A) for three (3) current projects of consulting with higher education clients on web or online projects, and projects your company has led to brand or rebrand. Include the initial challenges, the process for developing the solution and the URLs, as well as the dollar value of each contract. At least two of the three locations, and preferably all three, must be in academic environments and similar in size and scope to UMBC.

List the following on each:
- Name of Client and its location;
- Number of years contract has been in place;
- Owner's name, address, telephone and contact person;
- Brief description of the scope of the contract and any prominent results for which your firm is responsible;
- Name(s) of responsible Account Representative within your organization who manages the contract.

2. References: Provide at least three (3) references (references may be inclusive of those from the Firm Experience list above) of locations which are presently serviced by your company. Provide contact name, address, telephone number and account name and location for each reference. It is imperative that accurate contact names and phone numbers be given for the contracts listed. All references should include a contact person who can comment on the firm’s ability to handle an account of this type.

All references must be current – two years or less. The University reserves the right to use itself as a reference, where applicable, and/or contact additional references which are known to the University but may not have been provided by the Proposer. By submitting a response to this solicitation, the Proposer consents to such reference contact and hereby releases the University from any liability on the basis of its attempts to obtain information from all such references and all persons and entities providing information from any liability and damages incurred as a result of furnishing this information.

C. Key Personnel and References

1. List the name of the primary account representative(s) who will be assigned to this account. Complete a "Key Personnel Form" (in Appendix A) on this person(s). Information to be provided on this person(s) includes a) educational background; b) employment background including positions held and durations; c) prior account experience inclusive of the role the person played on the accounts; and d) references. Please note the estimated percentage of time this person will commit to this account.

Provide three (3) references on the primary account representative. Such references must be able to comment on the person's performance in the role assigned in this proposal. All references will be held in the strictest of confidence.

Please note: If more than one person is assigned to this account, Proposer must complete a Key Personnel Form on each person as well as explain the roles each person will perform and how they will interact with the University. It is the University's preference to have a single point of contact.

By submitting this person's qualifications for evaluation, the Proposer is committing this person to the University for the duration of the contract. No changes in this assignment can be made without a written contract amendment by the University.

D. Company Profile

1. Complete the enclosed "Company Profile" Form (in Appendix A) for the Proposing Firm. All blanks should be filled in. (If Proposing Firm is part of a parent organization, information provided should be for that office which will service the University's move.) Information provided should include a
statement about itself, including locations of branch offices, length of time in business, size of staff, and future developments of the company, especially as relating to future technological developments.

2. In addition, complete the **Annual Sales Volume Form** (in **Appendix A**) on your firm for the last three (3) years with the total sales dollars.

3. Provide a list of all the higher education clients you have worked with and a brief description of the nature and extent of the work provided.

E. **Period of Acceptance**

The selected Proposer must agree to an acceptance trial of performance not to exceed ninety (90) consecutive calendar days. The period will begin on the date of the contract award.

During the ninety (90) day period, this contract must perform at a rate consistent with the performance specifications contained set forth in the RFP and confirmed in the selected Proposer’s specifications or proposal. Failure to satisfy the “acceptance trial period of performance” may result in cancellation and re-award of said contract. Final payment shall not be made until such time as the Proposer has successfully completed the period of acceptance.

In the event that the Proposer fails to meet all requirements, the University shall declare the Proposer’s work in default and terminate all agreements, written or verbal, without penalty or obligation to the University consistent with the provisions of the termination for default clause in the contract.

Further, should there be any dispute/discrepancy on acceptability of Proposer's performance, decisions made by the University will prevail.

F. **Unable to Submit a Proposal**

Proposers that are unable or unwilling to submit a proposal on the requirements stated herein are requested to complete and submit the “**No Response Form**” (**found in Appendix A**) indicating why they decided not to respond.
SECTION 3: PROPOSALS, EVALUATION AND FORMS

PROCUREMENT PHASES

ARTICLE 1

SUMMARY OF PROPOSAL SUBMITTALS/PRESENTATIONS: Responses to the RFP solicitation #BC-20702-P are to consist of the following:

3.1.1 Technical Proposal Submittal (see Article 2 of this Section 3 for detailed information): All Proposers will be required to submit one (1) original and seven (7) copies [for a total of eight (8) sets] of the Proposal, which are due by Thursday, December 9, 2010, no later than 2:00 p.m. to the Issuing Office. (Refer to Section 1, Item 1.3 for more details.) UMBC reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.

3.1.2 Price Proposal Submittal. Price Proposals are to be submitted at the time of submission of the Technical Proposal. All Proposers will be required to submit one (1) original and two (2) copies [for a total of three (3) sets] of the Price Proposals, clearly marked “Price Proposal” and submitted in a sealed, separate container from the Technical Proposal. The Price Proposal Form to be completed and returned is included in Appendix B. The due date and time for price proposals is the same as for the Technical Proposal above, Thursday, December 9, 2010 at 2:00 p.m. (EST)

END OF SECTION 3, ARTICLE 1
SECTION 3: PROPOSALS, EVALUATION AND FORMS

TECHNICAL PROPOSAL REQUIREMENTS

ARTICLE 2

3.2.1 TECHNICAL PROPOSAL: The Technical Proposal must be submitted as a single submittal in a sealed container. The container shall have the Proposer's name, the RFP Title and RFP number prominently displayed, together with the word, "PROPOSAL", and shall be delivered on, or before, THURSDAY, DECEMBER 9, 2010, on or before 2:00 p.m., to the UMBC's Procurement Services at the address noted in "Section 1 of the RFP as "The Issuing Office". One (1) original and seven (7) copies [for a total of eight (8) sets are to be provided.] The original is to be clearly labeled.

3.2.2 TECHNICAL PROPOSAL REQUIREMENTS:

1. Transmittal Letter. A transmittal letter prepared on the Proposer's business stationery must accompany the original and all copies of each required volume. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind his/her firm to all statements, including services and prices, contained in the proposal and any RFP addenda. The letter shall include the Name and Address of Proposer, as well as, the person(s) [include a telephone number, telefax number, and e-mail address] responsible for responding to any inquiries or other correspondence related to this RFP or the Proposer's proposal. The letter must also provide detailed information itemizing and explaining any exception to the terms, conditions, and requirements set forth in this RFP.

2. Proposal Criteria. Clear, concise, yet detailed responses to Section 3.2.3 below are to be provided in the proposal.

Note: If the Proposer has multiple firm locations, UMBC is interested in the capabilities and experience of the office that will primarily provide the service to UMBC. Unless otherwise stated below, all requested information about the Proposer is required to be specifically limited to the local office that will serve UMBC's needs.

3. Signing of Forms. The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

4. Proposal Affidavit. University Procurement policies require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in Appendix A of this RFP. Proposers must complete, sign and return this affidavit.

5. Insurance. A CERTIFICATION FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT MUST BE PROVIDED WITH THE TECHNICAL PROPOSAL. (See Appendix D, Section 3.17)

6. Acknowledgement Of Receipt Of Addenda Form. If any addenda to the solicitation documents are issued prior to the due date and time for proposals, this form (found in Appendix A) is to be completed, signed, and included in the Proposer's Technical Proposal.
3.2.3 **TECHNICAL PROPOSAL CRITERIA**

The following information must be furnished in the firm's Technical Proposal submittal. Failure to include any of the items listed below may disqualify a firm's response. Criteria are listed in order of importance. Proposer should describe in detail and provide evidence supporting the qualifications below.

All Proposers are to compile their proposals in the order listed below and in response to this RFP. Tabs or dividers are requested in the proposal to separate each criteria response and pages are to be numbered.

- Responses to Requirements in Section 2.3, Items A-D
- Firm Experience/References
- Key Personnel/References
- Company Profile.

END OF SECTION 3, ARTICLE 2
SECTION 3: PROPOSALS, EVALUATION, AND FORMS

PRICE PROPOSAL

ARTICLE 3

3.3.1 Overview. Price Proposals are to be submitted at the time of submission of the Technical Proposal. No pricing information is to be provided in the Technical Proposal.

The Price Proposal must be submitted in a sealed container, separate from the Technical Proposal. The container shall have the Proposer’s name, the contract name and the RFP number prominently displayed, together with the words “PRICE PROPOSAL”.

The Price Proposal Form (found in Appendix B) shall be filled out completely in ink or typed. Any erasures and/or alterations to the Proposer’s pricing shall be initialed in ink by the signer. Please note, however, that no changes, alterations or additions to the Price Proposal Form itself is permitted.

3.3.2 Price Proposal Due Date/Time. The due date and time for Price Proposals is Thursday, December 9, 2010 by 2:00 p.m.

3.3.3 Price Proposal Evaluation. Upon completion of the Technical Evaluation, only those firms whose technical proposal achieves a minimum of 75% or better of the technical points available will have their Price Proposals opened and evaluated. Those Proposers that do not achieve the minimum 75% of the technical score will have their unopened Price Proposal returned to them. Price Proposals will be ranked from the lowest to highest cost among those proposals that best meets the requirements of the RFP. Scores will be normalized, that is the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionately lower points. Price Proposals will be opened privately.

Blanks on the Price Proposal Form will be interpreted as zero (0) and no price will be allowed for that item. All costs should include overhead expenses including travel, lodging, food, transportation and all other costs needed to provide the services or products.

END OF SECTION 3, ARTICLE 3
SECTION 3: PROPOSALS, EVALUATION, AND FORMS

EVALUATION AND SELECTION PROCEDURES

ARTICLE 4

4 Evaluation Process

4.1 Evaluation and Selection Committee

To assist the Procurement Officer during the evaluation process, the Procurement Officer intends to establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee will be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Procurement Officer may request additional technical assistance from any source within the University or the State.

4.2 Qualifying Proposals

4.2.1 Proposals will be initially reviewed for compliance with the submission requirements of this procurement including timeliness, format and completeness. Failure to comply with any of the submission requirements may result in the proposal being classified as not reasonably susceptible for award.

4.2.2 Minor irregularities in proposals that are immaterial or inconsequential in nature, as determined by the Procurement Officer, may be cured or waived whenever it is determined to be in the best interest of the University.

4.3 Evaluation Procedure

4.3.1 Technical Evaluation

The evaluation will be conducted in one (1) phase. During this phase Technical proposals will be evaluated as well as the Technical Presentation scheduled for Friday, December 17, 2010 between 8:00 a.m. and 5:00 p.m., on how they meet the criteria set forth in the solicitation and how well the response meets the needs of the University.

After this first phase, the University will create a short list of the most qualified proposers.

4.3.2 In the event that the Procurement Officer determines that further discussions would be in the best interest of the University, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify qualified Proposers.

4.3.3 Proposal Negotiations. The University reserves the right to conduct negotiations with competing Proposers during the evaluation process. Such negotiations will be conducted in accordance with the University System of Maryland Procurement Policies and Procedures.
4.4 Financial Evaluation

4.5.1 Following the completion of the Technical Evaluation a financial evaluation will be conducted.

4.5 Recommendation of Award

The Committee will make a recommendation to the Procurement Officer for the award of the contract to the responsible Proposer whose proposal is determined to be the most advantageous and presents the best value to the University considering technical and financial factors set forth in this RFP. The Technical evaluation will be given more weight than the Financial Evaluation. The final decision for award will be made by the Procurement Officer based on a determination that the Proposer best meets the needs and interests of the University.

4.6 Duration of Proposal

Proposals are to be held valid for a minimum of 90 days following the closing date for this RFP. If an award is not made during that period, all Proposals shall be automatically extended for another 90 days, unless specific notice is given by the Proposer at least 15 days before the expiration of the then current 90-day period. Proposals will be automatically renewed until such time as either an award is made or proper notice is given to the University of Proposer’s intent to withdraw its proposal. By submission of a proposal each Proposer guarantees that its proposal shall be firm for the period specified above.
APPENDIX A

TECHNICAL PROPOSAL FORMS

Firm Experience Form
Key Personnel Form
Company Profile
Bid/Proposal Affidavit
Acknowledgment of Receipt of Addendum Form
No Response Form
EXPERIENCE FORM (Please complete a separate form for three (3) similar/relevant contracts with clients on web or online projects).

PROPOSER’S NAME: ___________________________________________________

CLIENT’S NAME: _____________________________________________________

CONTACT PERSON’S NAME: ___________________________________________

CLIENT’S ADDRESS: _________________________________________________

TELEPHONE NUMBER: ______________________________________________

EMAIL ADDRESS: __________________________________________________

TYPE OF CLIENT: (Check all that apply)

____ Academic/Higher Education (2 of the 3 must be academic environments)

____ Government Agency

____ Other

SERVICES PROVIDED:

____ Brand

____ Re-brand

____ Develop Clusters

CONTRACT DOLLAR SIZE: ____________________________________________

CONTRACT TERM: FROM: ____________ TO: _______________

NAME OF PROPOSING FIRM’S ACCOUNT REPRESENTATIVE WHO SERVICES THIS CLIENT: _________________________________________________

TYPE OF SERVICE BEING PROVIDED TO CLIENT:

____________________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________________

PROVIDE A BRIEF BUT DETAILED DESCRIPTION OF SIMILARITIES OF THIS CONTRACT SCOPE TO THE REQUIREMENTS FOR THE UMBC CONTRACT SCOPE. INCLUDE INITIAL CHALLENGES AND DESCRIBE THE PROCESS FOR DEVELOPING THE SOLUTION (SAMPLES AND URLs as well).

____________________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________________

END OF FORM
KEY PERSONNEL FORM

1. **PERSON'S NAME:** ________________________________________________________________

2. **POSITION TO BE ASSIGNED:**
   - ____ Primary Account Representative
   - ____ Back-up to Account Representative

3. **EDUCATIONAL BACKGROUND:**
   - Institution
   - Degree/Diploma
   - Major (if any)
   - Certificates

4. **EMPLOYMENT HISTORY**: (*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

   4.1 **CURRENT EMPLOYER'S NAME:** ________________________________________________
   - **DATES OF EMPLOYMENT:** _______________________________________________________
   - **POSITION HELD / DURATION BY DATE:** __________________________________________

   4.2 **PRIOR EMPLOYER'S NAME:** _________________________________________________
   - **DATES OF EMPLOYMENT:** _______________________________________________________
   - **POSITION HELD / DURATION BY DATE:** __________________________________________

   4.3 **PRIOR EMPLOYER'S NAME:** _________________________________________________
   - **DATES OF EMPLOYMENT:** _______________________________________________________
   - **POSITION HELD / DURATION BY DATE:** __________________________________________

5. **ROLE:** Describe the role of this person in this contract, including services to be provided directly and services to be supervised as provided by others.

6. **SIMILAR PROJECT EXPERIENCE/REFERENCES:** (Note: It is preferable that these references be from the contract experience provided as an attachment to this "Key Personnel Form"; if this is the case, you need only indicate "see attached" under the Description of Contract item.)
6.1 CONTACT PERSON: ______________________ TELEPHONE #: ______________________
COMPANY NAME: _______________________________________________________________
PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS? ____________________________
_______________________________________________________________________________
DESCRIPTION OF CONTRACT SERVICED: _____________________________________________
_______________________________________________________________________________

6.2 CONTACT PERSON: ______________________ TELEPHONE #: ______________________
COMPANY NAME: _______________________________________________________________
PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS? ____________________________
_______________________________________________________________________________
DESCRIPTION OF ACCOUNT SERVICED: _____________________________________________
_______________________________________________________________________________

6.3 CONTACT PERSON: ______________________ TELEPHONE #: ______________________
COMPANY NAME: _______________________________________________________________
PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS? ____________________________
_______________________________________________________________________________
DESCRIPTION OF ACCOUNT SERVICED: _____________________________________________
_______________________________________________________________________________

7. ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):
_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________

NOTE: If a Proposer finds the space provided to be insufficient, he/she can attach additional pages to this form as he/she finds appropriate and just indicate on the this form to see “attached pages”.

END OF FORM
COMPANY PROFILE

COMPANY NAME: ________________________________________________________________

ADDRESS OF COMPANY: ____________________________________________________________

DATE OF INCORPORATION: __________________________ STATE OF INCORPORATION: __________________

NUMBER OF GEOGRAPHIC LOCATIONS: ___________________________

LOCATION OF ALL GEOGRAPHIC OFFICES (if applicable) AND THEIR FUNCTION

LOCATION:
__________________________________________
FUNCTION:
__________________________________________

LOCATION OF BRANCH OFFICE, WHICH WILL SERVICE UMBC: ____________________________

TYPE OF SERVICES PROVIDED:
____________________________________________________________________________________

# OF YEARS PROVIDING MARKETING CAMPAIGN SERVICES: _____________

# OF YEARS IN BUSINESS UNDER PRESENT NAME: ___________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:
____________________________________________________________________________________

TYPE OF ORGANIZATION (i.e., CORPORATION, PARTNERSHIP, INDIVIDUAL, JOINT VENTURE):
____________________________________________________________________________________

NAME OF PRINCIPAL(S) AND TITLE(S):
____________________________________________________________________________________

BRIEF HISTORY OF COMPANY
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
TOTAL NUMBER OF EMPLOYEES: ________________________
NUMBER OF ACCOUNT REPRESENTATIVES: _______________
CLERICAL/SUPPORT STAFF: ________________________
DESIGN STAFF: ________________________

TYPES AND SIZES OF COLLEGES/UNIVERSITIES AND OR GOVERNMENT AGENCIES SERVED:

DESCRIBE THE CURRENT TECHNOLOGICAL CAPABILITIES OF YOUR COMPANY AS WELL AS ANY PLANNED FUTURE TECHNOLOGICAL DEVELOPMENTS:
ANNUAL SALES VOLUME

TOTAL COMPANY ANNUAL SALES VOLUME FOR:

2009_________________2008_________________2007_________________

TOTAL ANNUAL SALES VOLUME FOR BRANCH OFFICE WHICH WILL SERVICE UMBC:

2009_________________2008_________________2007_________________

PERCENTAGE OF COMPANY ANNUAL SALES VOLUME WHICH IS MARKETING CAMPAIGN SERVICES:

2009_________________2008_________________2007_________________

PERCENTAGE OF ANNUAL SALES VOLUME OF BRANCH OFFICE WHICH WILL SERVICE UMBC WHICH IS MARKETING CAMPAIGN SERVICES:

2009_________________2008_________________2007_________________
**BID/ PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. 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):

**C. 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. §1 341 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; or
8. 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(1)—(7) 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):
D. 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).

E. 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):

F. 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.

G. 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

H. FINANCIAL DISCLOSURE AFFIRMATION
I FURTHER AFFIRM THAT:
I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $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.

I. 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.

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
   (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
   (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’ workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
   (c) Prohibit its employees from working under the influence of drugs or alcohol;
   (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
   (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
   (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
      (i) The dangers of drug and alcohol abuse in the workplace;
      (ii) The business’ policy of maintaining a drug and alcohol free workplace;
      (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
      (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
   (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
   (h) Notify its employees in the statement required by §J(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 §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
      (j) Within 30 days after receiving notice under §J(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 §J(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree, as set forth in §J(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.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
I FURTHER AFFIRM THAT:

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

   - Name:
   - Address:

   (If not applicable, so state).

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

L. 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.

M. REPEALED

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement officer and maybe 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 THE MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:__________________________

Firm’s Federal Employer Identification Number (FEIN):________________________________

By: _____________________________________________________

   (Signature of Authorized Representative and Affiant)

END OF FORM
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: BC-20702-P

TECHNICAL PROPOSAL DUE DATE: THURSDAY, DECEMBER 9, 2010 at 2:00 P.M.

RFP FOR: GRADUATE PROGRAM MARKETING CAMPAIGN

NAME OF PROPOSER: ____________________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No.: ______ Date of Issuance: __________
Addendum No.: ______ Date of Issuance: __________
Addendum No.: ______ Date of Issuance: __________
Addendum No.: ______ Date of Issuance: __________
Addendum No.: ______ Date of Issuance: __________
Addendum No.: ______ Date of Issuance: __________

As stated in the RFP documents, this form is included in our Technical Proposal.

__________________________________
Signature

__________________________________
Print Name

__________________________________
Title

__________________________________
Date

END OF FORM
"No Response" Form

University of Maryland Baltimore County
Notice to Bidders/Proposers

In order to help us improve the quality of State solicitations and make our procurement processes more responsive and "business friendly", we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid/proposal or "no bid" response, as the case may be.

Bid/Proposal Number: RFP# BC-20702-P
Title: GRADUATE PROGRAM MARKETING CAMPAIGN

I. If you have responded with a "No Bid" please check the reason(s) below (check all that apply):

( ) Other commitments preclude our participation at this time.
( ) The subject of the contract is not something we normally provide.
( ) We are inexperienced in the work/commodities required.
( ) The specifications are either unclear, or too restrictive. Please explain in "Remarks" section below.
( ) The scope of work is beyond our current capacity.
( ) Doing business with Government is simply too complicated.
( ) We cannot be competitive. Please explain in "Remarks" section below.
( ) Time for completion is insufficient.
( ) Bonding/Insurance requirements are prohibitive. Please explain in "Remarks" section below.
( ) Bid/Proposal requirements, other than specifications are unreasonable or too risky. Please explain in "Remarks" section below.
( ) Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. Please explain in "Remarks" section below.

(Other): ____________________________

II. If you have submitted a bid/proposal, but wish to offer suggestions or express concerns, please use the "Remarks" section below.

Remarks: __________________________________________________________

______________________________________________________________

Company Name: ___________________________ Contact Person: ___________________________
Address: ___________________________________ Signature: ___________________________
City/State/Zip: ___________________________ Telephone: ___________________________

THANK YOU!
THIS PAGE LEFT BLANK INTENTIONALLY
APENDIX B

PRICE PROPOSAL FORM

Price Proposal Form
PROPOSAL NO.: RFP# BC-20702-P

PRICE PROPOSAL DUE DATE: December 9, 2010 by 2:00 p.m.

PROPOSAL FOR: Graduate Program Marketing Campaign

PROPOSER: _______________________________________________________

Federal Identification Number/Social Security Number: _______________________

PRICE PROPOSAL

Ms. Delores R. Pertee
Contract Administrator
Department of Procurement
University of Maryland Baltimore County (UMBC)
Administration Building, Room 301
1000 Hilltop Circle
Baltimore, MD  21250

Dear Ms. Pertee:

The undersigned hereby submits the Price Proposal as set forth in RFP# BC-20702-P dated November 22, 2010 and the following subsequent addenda:

Addendum____________ dated_________
Addendum____________ dated_________
Addendum____________ dated_________

We confirm that this Price Proposal is based on the Requirements per the RFP and any subsequent addenda as noted above.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the work as described in this RFP and subsequent addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as UMBC cannot be responsible for Proposer’s errors or omissions. Any price proposal that has been accepted by UMBC may not be withdrawn by the vendor.

1. Focus on 15 Master’s Program
   Hourly Rate: $____________ x ____________ hours = $________________

2. Cluster Landing Page Development
   Hourly Rate: $____________ x ____________ hours = $________________

   TOTAL LUMP SUM COST $________________
Price evaluation will be based on the total lump sum cost for the project. All costs should include overhead expenses including travel, lodging, food, transportation and all other costs needed to provide the services.

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the original technical proposal remains in effect. The evaluation and subsequent final ranking of proposals will be in accordance of the RFP documents. We understand that technical weighs greater than cost.

We further understand that this Price Proposal includes all costs associated with the provision of the Services per this RFP. We understand that the University reserves the right to award a contract(s) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

We further confirm that the key personnel named within our Technical Proposal will be assigned to the UMBC Contract for the duration of this contract. We understand that no changes in this assignment will be allowed without written authorization from the University via contract amendment prior to such changes being made.

(Signatures should be placed on following page.)
The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: ______________________

FIRM NAME_________________________________

ADDRESS____________________________________

_______________________________

TELEPHONE NO._____________________________

SIGNED_____________________________________

Printed Name_________________________________

Title________________________________________

Date________________________________________

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co-Partnership)

ADDRESS____________________________________

In Presence of Witness: ______________________

TELEPHONE NO._____________________________

_______________________________as to

BY________________________________________

Printed Name_________________________________

_______________________________as to

BY________________________________________

Printed Name_________________________________

_______________________________as to

BY________________________________________

Printed Name_________________________________

DATE_______________________________________

C. CORPORATE PRINCIPAL

Printed Name_________________________________

(Name of Corporation)

DATE________________________________________

ADDRESS____________________________________

TELEPHONE NO._____________________________
Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY:

___________________________________________
Signature of Officer and Title

___________________________________________
Printed Name

___________________________________________
Title
APPENDIX C

CONTRACT FORMS

Sample Contract
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND
By this Contract, made as of the day of , 2010, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland ("University"), 1000 Hilltop Circle, Baltimore, Maryland 21250, and ("Contractor"), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on and terminate on .

2. **SCOPE OF CONTRACT:** The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the "Contract Documents"). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

3. **COMPENSATION AND METHOD OF PAYMENT:**
   A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor $ .
   B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is .
   C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. **DELIVERY:** Delivery shall be made in accordance with bid/RFP specifications. 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 specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.

5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

6. **RESPONSIBILITY OF CONTRACTOR:**
   A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
   B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.

7. **DISSEMINATION OF INFORMATION:**
   A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
   B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.

8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at any time during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation.
to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

9. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**
   A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
   B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys’ fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.
   C. If any products furnished by Contractor become, or in Contractor’s opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item’s specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

10. **DISPUTES:** This Contract shall be subject to the provisions of University System of Maryland 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. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

11. **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, sexual orientation, marital status, national origin, ancestry, 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 materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

12. **CIVIL RIGHTS ACT 1964:** Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

13. **AFFIRMATIVE ACTION:** The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland’s Executive Order 01.01.1993.16.

14. **CONFLICT OF INTEREST LAW:** It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.

15. **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.

16. **INTELLECTUAL PROPERTY:** Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.
17. **SOFTWARE CONTRACTS**: [Delete if not applicable and insert “N/A”] As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act (“UCITA”), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Vendor agrees that, as delivered to the University, the software 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 conditions, or manually on command of Vendor.

18. **EPA COMPLIANCE**: Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce onto the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.

19. **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 State’s rights or the Contractor’s rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland 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 State 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.

20. **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 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.

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

22. **TERMINATION OF MULTIYEAR CONTRACTS**: 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 State’s rights or the Contractor’s rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State 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 State 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.

23. **DELAYS AND EXTENSIONS OF TIME**: The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances,
regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

24. **VARIATIONS IN ESTIMATED QUANTITIES:** [Delete is not applicable - if contract does not contain estimated quantity items.] No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.

25. **LIQUIDATED DAMAGES:** [To be included where deemed appropriate by the Procurement Officer or insert “N/A”] Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

26. **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.

27. **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.

28. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, 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.

29. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under 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 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the 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.

30. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

31. **AUDIT:** The University reserves the right to request an independent review of the Contractor’s financial operations and overall contract compliance (“Review”). The Review would be at the Contractor’s expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.

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

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

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

   C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

33. **COST AND PRICE CERTIFICATION**: By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
   A. A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the procurement officer; or
   B. A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the procurement officer.
   C. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

34. **TRUTH-IN NEGOTIATION CERTIFICATION**: [Mandatory provision for architectural services or engineering services contracts exceeding $100,000. It shall be in substantially the same form as follows: or insert “N/A” if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief that:
   A. the wage rates and other factual unit costs supporting the firm=s compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
   B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University=s right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
   C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

35. **PAYMENT OF UNIVERSITY OBLIGATIONS**: Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. 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, as from time to time amended, are prohibited.

36. **SET-OFF**: The University may deduct from and set-off 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.

37. **INDEMNIFICATION**: The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this Contract.

38. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES**: Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor’s income subject to Maryland income tax by payments made to an affiliated entity or an affiliate’s agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

39. **USE OF CONTRACTOR’S FORMS NOT BINDING ON STATE**: A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any
contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:

(1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and

(2) not otherwise inconsistent with the Contract Documents.

B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:

(1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and

(2) the document is executed on behalf of the University by the procurement officer; and

(3) execution of the document is approved by the procurement authority whose approval is required by law.

40. ASSIGNMENT: This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

41. WAIVER OF JURY: UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

42. MARYLAND LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.

43. SUCCESSORS AND ASSIGNS. This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.

44. COMPLIANCE WITH FERPA: The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended (“FERPA”), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.

45. CONTRACT CONTROLS: It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.

46. CONTRACT AFFIDAVIT: The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and
Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.

47. ENTIRE AGREEMENT:
   A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
   B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.
   C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
   D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
   E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

(Signatures to be placed on the following page)
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor:

_______________________________
Witness

BY: __________________________
Signature

_______________________________
Typed/Printed Name

_______________________________
Title

_______________________________
Date

_______________________________
Telephone Number

University of Maryland Baltimore County

_______________________________
Witness

BY: __________________________
Signature

_______________________________
Typed/Printed Name

_______________________________
Title

_______________________________
Date

_______________________________
Telephone Number
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: ____________________________________________________________
Address: __________________________________________________________

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT to the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated ___________, 2010, 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: ____________________________________________ (Authorized Representative and Affiant)

Revised January 2005
APPENDIX D

OTHER GENERAL INFORMATION FOR PROPOSERS
Appendix D – Other General Information For Proposers

1. General Definitions

1.1 Award means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.

1.2 COMAR refers to the Code of Maryland Regulations.

1.3 Contract means the agreement entered into by the University as a result of this solicitation.

1.4 Contractor means the successful Proposer receiving a contract as a result of this solicitation.

1.5 MBE means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation.

1.6 Proposer means any person submitting a response to an RFP.

1.7 Proposals means the response by a Proposer to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Proposer's price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.

1.8 RFP means Request for Proposal(s).

1.9 USM means the University System of Maryland.

2. The following general information is provided and must be carefully followed by all Proposers to insure that proposals are properly prepared.

2.1 Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a duly authorized person.

2.2 Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority.

2.3 All material submitted in response to this RFP becomes the property of the University and will only be returned to the Proposer at the sole option of the University.

2.4 Addenda and Amendment to the RFP

The University reserves the right to amend this RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum, which will be posted on the University’s eBid Board.

It is the responsibility of the Proposers to check the University’s website.

The “Acknowledgement of the Receipt of Addenda” Form (Appendix A) for all amendments, addenda, and changes issued shall be required from all Proposers receiving the RFP. It is the responsibility of each Proposer to check for announcements, addenda, and other current information regarding this solicitation. Failure to acknowledge receipt of addenda does not relieve the Proposer of the responsibility to perform as required by all RFP documents including addenda or changes thereto. Therefore, Proposer must make sure that all addenda has been received and acknowledged to avoid later conflict.
2.5 Cancellation of The RFP

The University reserves the right to cancel this RFP, in whole or in part, at any time before the opening of the proposals. Should it become evident during the evaluation of the proposals that it is no longer in the best interest of the University to make an award under this solicitation, the University reserves the right to cancel the RFP. The University will not be responsible for any costs incurred due to cancellation of the RFP.

2.6 Rejection of Proposals

The University reserves the right to reject any and all proposals, in whole or in part, if (among other reasons):

.1 In the determination of the University, if the pricing proposed is unrealistic or exceeds available funding.
.2 The Proposer takes exception to the terms and conditions of this RFP;
.3 The Proposer fails to comply with the requirements set forth herein for participating in this RFP process;
.4 The University determines that the proposal is incomplete in any way; or
.5 The Proposer fails to meet any of the requirements/specifications set forth in this solicitation;
.6 The University determines that the proposal is not in its best interest.

The University will not be responsible for any costs incurred due to rejection of the RFP.

2.7 Minor Irregularities or Deficiencies in Proposals

The University may request clarifications from any Proposer under consideration. If the University determines that a Proposer has made a minor irregularity or deficiency, the University reserves the right to waive any minor irregularity or deficiency or to allow a Proposer a reasonable opportunity to cure the minor irregularity or deficiency. Such a clarification will not be considered an amendment to the Proposal.

2.8 Alternate Solution Proposals

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

2.9 Withdrawal of Proposals

Proposals may be withdrawn only if a request is made in writing before the due date and time. No amendment or withdrawal will be permitted after the due date and time.

2.10 Incurred Expenses

The University will not be responsible for any costs incurred by any Proposer in preparing and submitting a proposal.

2.11 Proposal Bond: Intentionally omitted.

Proposals must be prepared simply and economically, providing a straightforward, concise description of the Proposer’s proposal to meet the requirements of the RFP.

2.12 Performance Bond: The successful Contractor shall furnish a Performance Bond in the amount of one hundred (100%) of the total estimated first year Contract price. At the effective date of any renewal term, the contractor shall furnish a Performance Bond applicable to the next 12-month
period of the term, increased or decreased by the percentage that the estimated first year cost would be adjusted over the preceding year.

2.13 Evidence of Responsibility

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require a Proposer to submit such additional information bearing upon the Proposer’s ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications of the Proposer.

2.14 Other Certifications

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price. The affidavit form, which must be completed by all respondents and returned with their respective responses, is included in Appendix A.

2.15 Execution of Proposals

All proposals shall be legibly prepared and shall be signed in ink as and where specified.

Proposals are required to be executed as follows, depending on the Proposer’s form of business organization:

.1 **Sole Proprietorship** – signed by proprietor with full name address.

.2 **Partnership and Joint Venture** - If a proposal is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the State unless it is disclosed in the proposal. Reasonable evidence satisfactory to the State of the authority of one partner to bind the other purported partner(s) must also be given in the proposal. It is recommended that the proposal contain a copy of the partnership agreement, of one exists. If no partnership agreement exists and if the number of general partners is reasonably small, each general partner must execute all required documents, including proposals. At the State’s option all general partners may be required to sign the proposal. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for finding a proposal unacceptable.

.3 **Corporation** – An officer or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation must be included.

2.16 Arrearage

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract is selected for contract award.

2.17 Indemnification and Responsibility for Claims and Liability

With respect to any contract, which results from this solicitation, Proposer must note the following:
.1 The Contractor shall indemnify, save harmless and defend, the University of Maryland, Baltimore County, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, its employees, agents, or subcontractors, of the work covered by this Contract.

.2 The State has no obligation to provide legal counsel or defense or pay attorney’s fees to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to the contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations under this Contract.

.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations under this Contract.

.4 The Contractors shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor’s obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor’s performance under this Contract.

2.18 Insurance

.1 The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, adequate insurance to specifically include liability assumed by the Contractor under this Contract.

.1 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

.2 Errors and Omissions insurance in the amount of $2,000,000 as required by the laws of the State of Maryland.

.3 Workmen’s Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

.4 Property damage liability insurance with a limit of not less than $2,000,000 for each accident.

.5 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.

.2 All policies for liability protection, bodily injury or property damage must specifically name or its face, the University of Maryland Baltimore County as an additionally named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor’s liability for bodily injury or property damage under items 18A above, such insurance shall cover and not exclude Contractor’s liability for injury to the property of the University of Maryland Baltimore.
County and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University of Maryland Baltimore County.

.3 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer thirty (30) 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 to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also 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.

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

.5 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing the Assistant Vice President for Administrative Services thirty (30) 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, 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 to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. The above policies and certificate shall be delivered to the Procurement Officer within fifteen (15) days following the date of notice of Contract award. The insurance companies providing the above coverage shall be satisfactory to the University. Notices of policy changes shall be furnished to the Procurement Officer.

.6 Any contract that results from this solicitation and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

END OF APPENDIX D

END OF RFP DOCUMENT