UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
REQUEST FOR PROPOSALS
FOR
CAMPUS-WIDE TV SERVICES
RFP # BC-20768-Q
ISSUE DATE: OCTOBER 4, 2011

SIGNIFICANT MILESTONES TIME: DATE
Issue Date 4:00 PM Monday, October 3, 2011
Pre-Proposal Conference 10:30 AM Tuesday, October 18, 2011
Deadline for Questions 4:00 PM Tuesday, October 25, 2011
Proposals Due Date 2:00 PM Wednesday, November 2, 2011

WARNING: Prospective proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

UNIVERSITY OF MARYLAND BALTIMORE COUNTY
1000 Hilltop Circle
Baltimore, Maryland 21250
www.umbc.edu
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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”) intends to establish a contract for the University of Maryland Baltimore County (UMBC) to acquire the non-exclusive licenses and reception equipment to distribute cable television content on the UMBC cable television systems.

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 is 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

Ms. Sharon Quinn
Director of Procurement
The University of Maryland, Baltimore County
Department of Procurement
Room 301A Administration Building
1000 Hilltop Circle
Baltimore, Maryland 21250
Phone: 410-455-2540
Fax: 410-455-1009  
E-mail: squinn@umbc.edu
The sole point of contact in the University for purposes of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to Sharon Quinn in writing.

1.4 Questions and Inquiries

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by 4:00 p.m. Tuesday, October 25, 2011. Inquiries will receive a written reply. Copies of replies will also be sent to all other proposers, but without identification of the inquirer.

1.5 Delivery of Proposals

Proposals must be delivered to:

The University of Maryland, Baltimore County  
Department of Procurement  
Room 301 Administration Building  
1000 Hilltop Circle  
Baltimore, Maryland 21250

1.6 Closing Dates and Required Delivery

In order to be considered, the original plus seven (7) copies [for a total of eight (8) sets] of the Technical Proposal and the original and four (4) copies [for a total of five (5) sets] of the Price Proposal must arrive at the issuing office by Wednesday, November 2, 2011, no later than 2:00 p.m.

NOTE: All UMBC mail goes through the UMBC mailroom, so please leave sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 301, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received in Room 301 by the due date in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

1.7 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:
1.8 Pre-Proposal Conference

There will be a Pre-Proposal Conference held in conjunction with the RFP. The conference will be held on **Tuesday, October 18, 2011, at 10:30 a.m., in the Academic Building IV Building in Room 302** on the 3rd Floor. While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested Proposers are encouraged to attend in order to be able to better prepare acceptable proposals. If your firm plans to send representatives, please call the Issuing Office by **Friday, October 14, 2011 by 4:00 p.m.**

Please refer to the Campus Website for directions and parking: [http://www.umbc.edu/aboutumbc/campusmap/](http://www.umbc.edu/aboutumbc/campusmap/). In conjunction with the RFP, and following the Pre-Proposal Meeting, there will be a Site Visit.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Sharon Quinn (at 410-455-2540) with specific requests at least five (5) business days prior to the conference.

1.9 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, will be accepted at the Pre-Proposal Conference. Written questions and inquiries subsequent to the Pre-Proposal Conference must be directed to the individual referenced with the Issuing Office above (1.3). All such questions and inquiries must be submitted in writing and received not later than **4:00 p.m. on Tuesday, October 25, 2011**. 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.

1.10 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.

1.11 Term of Contract
The initial contract term shall be for a period of Three (3) years **beginning December 1, 2011 and ending November 30, 2014.**

The University shall have the option to renew the contract for **Two (2) additional one-year renewal terms** which will be exercised at the sole discretion of the University.

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, **by March 1st of the then current contract term, which will be implemented on July 1st of that year. NO price increases will be accepted or effective during the school year 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 (CPI-U) as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the consumer price index for twelve-month period ending at the previous calendar year. For example, if the contract term ends November 30, 2014, the price index for twelve-month period ending November 2013, will be used. Proposer is not to assume that any price increase will be applied to yearly renewals. Statistics shall be referenced for purposes of negotiation only. Proposer is not to assume that 100% of the CPI-U increases shall be applied to future yearly awards. UMBC must be notified of price increase requests by March 1st of the then current contract period.

1.12 Oral Presentations

As part of the Technical Evaluation, the University reserves the right to request that Proposers make oral 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. In the event that the University decides not to have presentations, the University reserves the right to make an award based upon the information submitted without presentations. Therefore, Proposers must be certain that proposals are clear and complete when submitted and not rely upon such presentations to present information and/or clarify proposals.

1.13 Duration of Proposal Offer

Proposals are to be held valid for 120 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.

1.14 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.

1.15 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 (located in 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.

1.16 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.

1.17 Announcement of Award

The award will be announced in the eMaryland Market.

1.18 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 January 1, 2012.

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.

In the event that the Proposer fails to meet all requirements, the University shall declare the Proposer 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.

1.19 Right to Reject RFPs and/or Waive Minor Irregularities

The University reserves the right to reject any and all RFPs. The University further reserves the right to waive any technicality or irregularity that is deemed minor by the University.
1.20 Public Information Act

Proposers 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 RFP 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 Proposer consents to release of all RFP 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.

1.21 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. 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.

1.22 Minority Business Enterprise Participation

State-certified Minority Business Enterprises (“MBE”) are encouraged to respond to this solicitation

1.23 Debriefing of Unsuccessful Proposers

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer’s proposal only and not include a discussion of a competing proposer’s proposal. Debriefings shall be conducted at the earliest feasible time.
The debriefing may include information on areas in which the unsuccessful proposer’s proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer’s rationale for the selection may be given.

1.24 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 a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 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 bidder/proposer to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a RFP or proposal to the State Ethics Commission. The procurement officer may require the bidder/proposer to obtain advice from the State Ethics Commission and may reject a RFP or proposal that would result in a violation of the Ethics Law.

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

1.25 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 RFP 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.

1.26 Accessibility – [NOT APPLICABLE]

1.27 Rights In Data

1.27.1 “Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data, computer operating systems, computer software, and all other information necessary for or incidental to performance of the Contract.

1.27.2 “Computer Software” (including source, object, and executable code) means computer and manual systems or functions, computer database, and system/operating documentation (including but not limited to: system, program security, job, data, network, and user operating instructions).
1.27.3 Except as otherwise provided herein, all data and computer software prepared by the successful Proposer under the contract to be entered into as a result of this RFP shall be the property of the University, shall be made available to the University upon request, and may be used by the University without restriction or limitation. For example, interface programs developed by the successful Proposer under this contract at the University’s expense become the University’s property to use without restriction or limitation.

1.27.4 The University shall have limited rights in and to data and computer software that embody trade secrets or are commercial or financial and confidential or privileged, only to the extent that such data or computer software either: (a) is computer software developed at private expense and that is a trade secret; (b) is copyrighted computer software; or (c) pertains to components or processes developed at private expense. “Limited rights” means a paid-up non-exclusive, irrevocable license to use the data and computer software for and in connection with the operation and maintenance of the integrated systems by all University staff, students, and faculty. For example, the University will have “limited rights” to the successful Proposer’s base software.

1.27.5 If the Proposer proposes use of software for which it or others have copyright/ownership rights, the Proposer must escrow the source code with an independent third party who will act as an escrow agent. If the Proposer has already established source code escrow policies, the Proposer must provide the following information:

- Source code escrow procedures
- Name and address of party who audits escrow account
- Frequency of updates and maintenance of source code at escrow agent
- Description of any licensing arrangements

1.28 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Proposer 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](http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf)
1.29 Non-Visual Access

By submitting a proposal, the Offeror warrants that the information technology offered under the proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.dbm.maryland.gov – keyword: non-visual access.

END OF SECTION 1
1. **SCOPE OF WORK:**

The objective of this RFP is to establish a contract for the University of Maryland Baltimore County (UMBC) to acquire the non-exclusive licenses and reception equipment to distribute cable television content on the UMBC cable television systems. It is the intent of the University to make the award of this contract to one (1) firm for all TV services. The university reserves the right at its sole option to add channels with this firm under this contract, or outside of this contract. UMBC will have the right to carry the licensed content, but is not to be required to carry it. UMBC will determine which of the licensed channels we will and will not carry.

The UMBC campus is currently served by two UMBC-owned, cable television systems. One of the cable television systems serves 1,644 ports in our residential facilities. These ports are all used to provide service to student dormitory and apartment facilities. The other cable television system serves 290 ports in our academic and administrative buildings. These ports are primarily used in classrooms, conference rooms, and offices for such services as public safety, general information, research, current events, and educational content.

UMBC is seeking competitive service rates that are commensurate for a large university that is undergoing rapid growth.

Service locations may need to be added during the term of this contract. During the term of the contract, the proposer will be required to send a quarterly bill to the UMBC Office of Information Technology. The UMBC Office of Information Technology will service the billing on behalf of all the other units on campus.

2. **SPECIFICATIONS:**

2.1 **Equipment Mandatories**

1. Each proposer must be able to deliver service to the UMBC Head-End in Room 302 of the Academic IV Building. [Refer to the UMBC website (www.umbc.edu) for the site map.]

2. Any satellite dishes or aerials must include mounting equipment suitable for a vertical brick wall.

3. No antenna or satellite dish mounts may be of a type that will rest on or be mounted to the roof surface.

4. The operational wind loading for any newly-erected dish and dish mount shall not be less than 50 mph.

5. Any newly-erected dish shall be constructed to withstand atmospheric conditions for a minimum of ten years.

6. The minimum effective aperture for any newly-erected satellite dish shall not be less than one meter.
7. Any receivers or other reception related equipment must be able to be configured through the front panel of the device. No device should require a remote control for configuration.

8. All equipment, cabling, and parts must be currently available on the open market and supported by the manufacturer.

9. All of the tuning / reception equipment must be rack mountable or include rack shelving. All of the tuning and reception equipment must fit within our existing racks. The current tuning and reception equipment fits in four racks. In each of the first three racks, there are 24 standard rack units of space available for tuning and reception equipment. In the fourth rack, there are 12 standard rack units worth of space available for tuning and reception equipment.

10. The output signal, for each channel, must be able to be fed into a Blonder Tongue MICM-45S stereo micro modulator. UMBC already has Blonder Tongue MICM-45S stereo micro modulators installed at the head-end.

11. The RF and baseband ports, on all devices, must utilize F connectors or RCA connectors.

12. The proposer must be able to provide all of the equipment and parts required for the reception of the licensed channels. The proposer must be able to deliver the equipment by December 10th. UMBC will decide whether to purchase the equipment or not after opening the RFPs.

13. The proposer, or a related third-party support organization, is to provide equipment support, maintenance and replacement on any and all of the reception equipment for a period of one year from the date of installation. Two spare pre-authorized receivers must be stored on-site so that any outages can be remedied as quickly as possible.

14. All equipment, cabling, and other material will become the property of UMBC upon installation.

2.2 Service Mandatories:

1. If a proposer uses a channel package to meet the minimum channel requirements in Appendix A, the University will have the right to distribute all the channels in the package. This includes the channels on the minimum channel list and any additional package channels that are not listed on the minimum channel list.

2. The proposer must allow the University to add or delete services, without any termination fees or penalties, with sixty (60) days notice given to the proposer.

3. Proposer is to provide support for reception of the signals during the full term of the contract including any renewal terms. Upon loss of signal for any given channel, the signal must be restored within 48 hours of when the outage is reported to the proposer or the University’s account will be credited for each day on which service is not available from date of signal loss. During the term of the contract, the contractor must provide the channels, licensed to UMBC, if they are available in any way or through any means.

END OF SECTION 2
SECTION 3
INFORMATION REQUIRED IN VENDOR PROPOSALS

A. TRANSMITTAL LETTER

A transmittal letter prepared on the vendor’s business stationery should accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial offers, contained in the proposal.

B. TWO VOLUME SUBMISSION

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

C. VOLUME I – TECHNICAL PROPOSAL

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

1. Contract Experience
2. Additional Required Information
   Parts List
   Schematic Diagram
   Channel Information
3. Implementation Schedule
4. Acknowledgement of Receipt of Addenda Form
5. Certification to provide insurance as required
6. Bid/Proposal Affidavit

Items # 1 through # 3 listed below are considered “Desirable” (D) for purposes of evaluation.

The following technical criteria are listed in order of importance:

1. **Contract Experience:** The Proposer shall complete the “Contract Experience” Form provided in Appendix A on three (3) current contracts. A separate form is to be completed on each contract to ensure you provide all of the requested information. With each form, a current reference shall be submitted to include business name, contact person, and telephone number, as well as, the number of ports in service through that customer.

   All references for the Contracts noted above will be checked and will be held in the strictest of confidence. The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer.

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

2.1 Parts List: A full parts list must be provided for all equipment that will be needed to receive all the licensed channels. This parts list must include the manufacturer and model of each piece of equipment. Cut Sheets must be provided for all the hardware listed in the parts list.

2.2 Schematic Diagram: A full schematic diagram outlining the connection of all the parts on the full parts list.

2.3 Channel Information: The Proposer shall complete the “Channel Information” Form provided in Appendix A, which specifies the source for each channel. If the Proposer is proposing to provide any of the channels by satellite, the following information for each licensed channel must be provided: (i) the specific satellite providing the signal, (ii) transponder, (iii) frequency, (iv) symbol rate, (v) polarity, (vi) encoding protocol, and (vii) encryption algorithm. If any bundle packages are used to provide the required channels, the channels should be listed to indicate which channels are in each bundle.

3. Implementation Schedule: An implementation schedule for the TV Service to the UMBC Campus must be provided outlining the start and completion dates for this service.

4. Completed Bid/Proposal Affidavit with Addendum (found in Appendix A).

5. Insurance: Provide a Certificate of Insurance verifying your firm's coverage for comprehensive general liability, worker's compensation, and automobile liability. The Contractor and all its subcontractors must provide and maintain comprehensive liability insurance naming the University of Maryland Baltimore County and the State of Maryland, and its officers and agents, as additionally insured. The Contractor shall furnish the University with a certificate showing that such insurance is in effect and that the protection afforded under the policy will not be cancelled or reduced until at least forty-five (45) days' prior notice is sent the University of Maryland Baltimore County by the insurance company or agent, such notice being sent by registered mail.

5.1 Commercial General Liability Insurance - Comprehensive basis, including Contingent Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage. Additional coverage that should be included in CGL are Contractual Liability and Fire Legal Liability.

5.2 Workers Compensation Insurance - in accordance with Maryland statues.

5.3 Automobile Liability insurance - comprehensive liability insurance that covers all vehicles utilized in conjunction with this contract with limits for bodily injury of $2,000,000 each occurrence and $2,000,000 each person with property damage of $2,000,000 each occurrence.

6. Acknowledgement of Receipt of Addenda Form: (found in Appendix A) In the event addenda to the solicitation documents are issued prior to the due date and time for proposals, this form is to be completed and enclosed with the technical proposal.
Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the proposals, which are deemed immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

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

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

D. VOLUME II – PRICE PROPOSAL

This volume must be submitted in a sealed envelope separate and apart from the technical volume. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL". It must contain the following:

1. (D) **Price Proposal Form**: Complete the Price Proposal Form in Appendix B. The Price Proposal 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 are permitted.

2. **Price Proposal Due Date/Time**: The due date and time for the Price Proposal is **Wednesday, November 2, 2011 at 2:00 p.m.** Price Proposals will be opened privately.

E. SUBMISSION

Vendors must submit the required number of copies of his/her proposal by the closing time and date specified in Section I, Item 1.6 of the RFP.

END OF SECTION 3
SECTION 4  
EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

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

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a vendor’s proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

C. EVALUATION OF PROPOSALS

Technical Evaluation: Technical Proposals will be evaluated by the University's Evaluation and Selection Committee before Price Proposals are reviewed. Those proposals not achieving at least 75% of the technical points available in this Phase will not continue or advance further in the procurement process. Proposer’s whose technical proposal achieves the required, minimum technical score of 75% or better of the available technical points will continue in the procurement process.

Technical scoring will be based upon information provided in response to the desirable items in this RFP.

Upon completion of the technical evaluation, all proposers will be notified as to the results of the technical evaluation of its firm's technical proposal.

D. MINIMUM TECHNICAL SCORE

Vendors must achieve a minimum technical score of 75% of the total points available for the technical evaluation in order to be considered for further evaluation. Vendors not achieving this minimum technical score will not be considered for the award.

E. FINANCIAL EVALUATION

The separate price volume of each qualified proposal will be evaluated following the completion of the technical evaluation. Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the best total price to the University.

The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.
F. FINAL RANKING AND SELECTION

The resulting scores from the technical and price evaluation of proposals will be used as a guide in determining the successful proposer(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures.

*Technical merit will be given a greater weight than cost in the final ranking.*

G. CRITERIA FOR TECHNICAL EVALUATION

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

**TECHNICAL PROPOSAL**

**Evaluation Criteria:**

1. Contract Experience
2. Additional Required Information:
   - Parts List
   - Schematic Diagram
   - Channel Information
3. Implementation Schedule

END OF SECTION 4
APPENDICES
APPENDIX A

TECHNICAL PROPOSAL FORMS

Contract Experience Form
Channel Information Form
Acknowledgement of Receipt of Addenda Form
Bid/Proposal Affidavit
PROPOSER: _________________________  OWNER'S NAME: _________________________

NAME OF BUSINESS: _________________________

CONTRACT NAME: _________________________  ADDRESS: _________________________

CONTACT PERSON: _________________________  TELEPHONE NUMBER: _________________________

CONTRACT TERM: FROM: _________________________  ACCOUNT REP FOR PROPOSER: _________________________

TO: _________________________

NUMBER OF PORTS IN SERVICES: _________________________

PROVIDE A BRIEF, BUT DETAILED, DESCRIPTION OF SIMILARITIES OF YOUR CONTRACT SCOPE TO REQUIREMENTS
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**NOTE:** If a Proposer offers channels in addition to those required above, the Proposer is to also complete the “Additional/Optional” Form attached.
### ADDITIONAL / OPTIONAL SATELLITE PROVIDER CHANNEL INFORMATION

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RFP BID NO.: BC-20768-Q

PROPOSALS DUE DATE: WEDNESDAY, NOVEMBER 2, 2011 AT 2:00 P.M.

RFP FOR: UMBC CAMPUS-WIDE TV SERVICES

NAME OF PROPOSER:___________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. ____ dated _______
Addendum No. ____ dated _______
Addendum No. ____ dated _______
Addendum No. ____ dated _______
Addendum No. ____ dated _______
Addendum No. ____ dated _______

As stated in the solicitation documents, this form is included in our Technical Offer.

_________________________________________________________________
Signature

_________________________________________________________________
Printed Name

_________________________________________________________________
Title

_________________________________________________________________
Date

END OF FORM
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. AFFIRMATION REGARDING BRIBERY CONVICTIONS
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 who

(1) Been convicted under state or federal statute of:
   (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
   (2) Been convicted of any criminal violation of a state or federal antitrust statute;
   (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
   (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
   (5) Been convicted of a violation of §11 -205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
   (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1) - (5) above;
   (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; 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 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 of any violation of any state or federal antitrust statute;
   (4) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
   (5) 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;
   (6) Been convicted of a violation of §11 -205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
   (7) 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) - (6) above;
   (8) Been convicted of any violation of any state or federal antitrust statute;
   (9) 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;
   (10) Been convicted of any criminal violation of any state or federal antitrust statute;
   (11) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
   (12) 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;
   (13) Been convicted of a violation of §11 -205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
   (14) 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) - (13) above;
   (15) Been convicted of any violation of any state or federal antitrust statute;
   (16) 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)—(15) 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 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 and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, 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, 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):

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. been convicted of any criminal violation of state or federal antitrust statute;
2. been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
3. 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 subsections (1) - (2) above; or
4. 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;
I FURTHER AFFIRM THAT:

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.

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 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.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions 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)(i), 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 remedies 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.

I FURTHER AFFIRM THAT:

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.

I FURTHER AFFIRM THAT:

CONTINGENT FEES
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:__________________________ By:_______________________________________________ Firm’s Federal Employer Identification Number (FEIN):____________________________________________

(Authorized Representative and Affiant)
APPENDIX B

PRICE PROPOSAL FORM

Price Proposal Form
RFP NO.: BC-20768-Q
PROPOSAL DUE DATE: WEDNESDAY, NOVEMBER 2, 2011 at 2:00 P.M.
RFP FOR: UMBC CAMPUS-WIDE TV SERVICES

PROPOSER: ___________________________________________________

Federal Identification Number/Social Security Number:____________________

**PRICE PROPOSAL FORM**

DATE ______________________

Ms. Sharon Quinn  
Procurement Services  
University of Maryland, Baltimore County (UMBC)  
1000 Hilltop Circle  
Administration Building, Room 301  
Baltimore, MD  21250

Dear Ms. Quinn:

The undersigned hereby submits the Price Proposal Form as set forth in RFP # BC-20768-Q dated 10/04/11 and the following subsequent addenda:

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Having received clarification on all matters upon which any doubt arose, the undersigned proposes to provide the products and services 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.

The Price Proposal Form is to be submitted in a sealed envelope and shall have the Proposer's name, the contract name and RFP number prominently displayed, together with the words, "PRICE PROPOSAL."
RFP NO.: BC-20768-Q
PROPOSAL DUE DATE: WEDNESDAY, NOVEMBER 2, 2011 at 2:00 P.M.
RFP FOR: UMBC CAMPUS-WIDE TV SERVICES

PROPOSER: ___________________________________________________

Federal Identification Number/Social Security Number: ______________________

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(Signature to be placed on following page)
A. INDIVIDUAL PRINCIPAL

In Presence of Witness: ____________________ FIRM NAME ________________________________

ADDRESS ________________________________

______________________________

______________________________

TELEPHONE NO. ________________

SIGNED ____________________________

Printed Name __________________________

Title: ________________________________

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co-Partnership)

ADDRESS ________________________________

In Presence of Witness: ____________________

______________________________

______________________________

TELEPHONE NO. ________________

BY ________________________________

______________________________

__________ (Partner)

Printed Name: ________________________________

______________________________

______________________________

BY ________________________________

______________________________ (Partner)

Printed Name: ________________________________

______________________________

______________________________

BY ________________________________

______________________________ (Partner)

Printed Name: ________________________________

C. CORPORATE PRINCIPAL

(Name of Corporation)

ADDRESS ________________________________

______________________________

______________________________

TELEPHONE NO. ________________

Attest: ________________________________

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

CONTRACT FORMS

UMBC Contract
Contract Affidavit
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND
By this Contract, made as of the day of ___, 2011, 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), for (___), 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 anytime 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 to 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
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 other 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: __________________________

_______________________________  BY: __________________________
Witness                          Signature

_______________________________
Typed/Printed Name

_______________________________
Title

_______________________________
Date

_______________________________
Telephone Number

University of Maryland Baltimore County

_______________________________  BY: __________________________
Witness                          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 – General Information For Proposers

1 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. Refer to section 2.20 below.

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 Time – any time stated in this solicitation (e.g., 11:00 a.m.) is eastern standard time (“E.S.T.”)

1.10 University or “UMBC” – means the University of Maryland Baltimore County.

1.11 USM means the University System of Maryland.

2 General

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 provided to all prospective Proposers who are on record with the Procurement Officer as having received this RFP.

Amendments shall be distributed within a reasonable time to allow Proposers to consider them in preparing their proposals. If, in the opinion of the Procurement Officer, the time and date for receipt of proposals does not permit preparation, the time shall be increased to the extent possible in the amendment, or, if necessary, by telegram,
telephone, or FAX machine and confirmed in the amendment. Any Addenda will be deemed to have been validly
given if the Addenda are issued and mailed or otherwise furnished to each Proposer’s contact person of record.

An acknowledgement of the receipt of 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 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.

2.9 Oral Presentations

At the sole option of the University, during the technical evaluation, Proposers who submit proposals may be
required to make individual presentations to University representatives in order to clarify their proposals. Proposers
are not permitted to disclose or discuss any financial information during these presentations. Doing so may result in
rejection of the proposal. The University reserves the right to make an award based upon the information submitted
without presentations; therefore, Proposers must be certain that proposals are clear and complete when submitted
and not rely upon such presentations to present information and/or clarify proposals.

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 Economy of Preparation

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 Proposal Bond

A proposal bond is required for all construction contracts reasonably expected to exceed $100,000. All other solicitations on all University contracts in excess of $100,000 shall require, of so noted, the submission of proposal security in an amount equal to at least 5 percent of the total amount of bid, at the time bid/proposal is submitted. If a contractor fails to accompany its proposal with the required proposal security, the proposal shall be determined non-responsive.

2.13 Additional Security

2.13.1 The University shall provide to the Contractor for execution copies of the Performance and Payment bonds along with the contract form. The bonds must be executed and returned to the University as provided in the Contract. The premium for the bonds shall be paid by the Contractor.

2.13.2 The bonds shall be in the full amount of the contract price.

2.13.3 The Contractor shall increase the amount of the bonds from time to time to reflect increases in the contract price. For such additions, the Contractor will be reimbursed by the University in the amount of the actual increased bond cost.

2.13.4 The Contractor shall deliver fully executed 100% Performance and Payment Bonds to the University’s Office of Procurement within ten (10) working days after the Contract or Construction amendment is sent to the Contractor.

2.14 Surety Bond Assistance Program

Assistance in obtaining bid, performance, and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (“MSBDFA”). MSBDFA can directly issue bid, performance, or payment bonds up to $750,000. MSBDFA may also guaranty up to 90% of a surety’s losses as a result of a contractor’s breach of contract; MSBDFA exposure on any bond guaranteed may not, however, exceed $900,000. Bonds issued directly by the program will remain in effect for the duration of the contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety’s exposure under the contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than $50 million annually; have its principal place of business in Maryland or be a Maryland resident; must not subcontract more than 75 percent of the work; and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guaranty will have a measurable economic impact, through job creation and expansion of the state’s tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
217 E. Redwood Street, 22nd Floor
Baltimore, MD 21202

2.15 Multiple Proposals

Vendors may not submit more than one proposal.
2.16 Alternate Solution Proposals

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

2.17 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.

2.18 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 as a part of Proposal Affidavit – Exhibit 2 of the RFP.

2.19 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.

2.20 Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation notice. Proposers who wish to be considered as Minority Business Enterprise and non-minority Proposers who utilize certified Minority Businesses as subcontractors for purposes of this solicitation must provide documentation with their proposal submittal as referenced in Section 3.

2.21 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.
2.22  Taxes

The University is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in the applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay Maryland Sales Tax and the exemption shall not apply.

2.23  Indemnification and Responsibility for Claims and Liability

With respect to any contract, which results from this solicitation, Proposer must note the following:

2.23.1  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.

2.23.2  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.

2.23.3  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.

2.23.4  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.

2.24  Insurance:

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

   .3  Owner’s Landlord’s and tenant’s and Contractor’s bodily injury liability insurance, with limits of not less than $500,000 for each person and $2,000,000 for each accident.

   .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.
2.24.2 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 2.25.1 – 2.25.6 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.

2.25.3 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.

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

2.25.5 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.

2.25.6 Assignment

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 APPENDICES

END OF RFP DOCUMENT
Exhibit 1– “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: ______________________  Title: ____________________________________________

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!