REQUEST FOR PROPOSAL # BC-20871-P
FOR
ON CALL MEDIA SYSTEMS CONTRACT

ISSUE DATE: APRIL 19, 2013

SIGNIFICANT MILESTONES TIME: DATE
Issue Date 3:00 PM Thursday, April 19, 2013
Pre-Proposal Conference 1:30 PM Friday, April 26, 2013
Deadline for Questions 4:00 PM Friday, May 3, 2013
Technical & Price Proposals Due Date 2:00 PM Friday, May 10, 2013

WARNING: Prospective bidders 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.
ON-CALL MEDIA SYSTEMS CONTRACT

RFP # BC-20871-P

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SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

1. The University of Maryland Baltimore County (also called the “University” or “UMBC”) intends to contract with a firm to provide all equipment, labor, training, and material to install and/or upgrade audio-visual and media systems in classrooms and lecture halls on the UMBC campus, and additional UMBC properties, such as South Campus and The Columbus Center, on an on-call, as needed basis.

Task Order #1 under this Contract is the six (6) lecture halls on the UMBC Campus.

2. Small Business Reserve (SBR): THIS IS A SMALL BUSINESS RESERVE (SBR) PROCUREMENT. Only those Proposers registered as a State of Maryland Small Business will be considered. For more information on SBR qualifications and registration information, see attached Appendix E or go to https://www.smallbusinessreserve.maryland.gov/.

B. ISSUING OFFICE

Delores Pertee
University of Maryland Baltimore County
Department of Procurement
Administration Building, Room 301,
1000 Hilltop Circle
Baltimore, MD 21250
Voice: (410)-455-3915
FAX: (410) 455-1009
E-mail: Dpertee@umbc.edu

The sole point of contact in the University for the purpose of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to Delores Pertee in writing.

C. 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. on Friday, May 3, 2013. Inquiries will receive a written reply. Copies of replies will also be sent to all other proposers, but without identification of the inquirer.
DELIVERY OF PROPOSALS

Proposals must be delivered to:

University of Maryland Baltimore County
Department of Procurement
1000 Hilltop Circle, Administration Building, Room 301
Baltimore, MD 21250
Attention: Delores Pertee

E. PROPOSAL CLOSING DATE

In order to be considered, the original and five (5) copies [for a total of six (6) sets] of the Technical Proposal and the original and two (2) copies [for a total of three (3) sets] of the Price Proposal must arrive at the issuing office by Friday, May 10, 2013, 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.

F. PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal Conference held in conjunction with the RFP. The conference will be held on Friday, April 26, 2013 at 1:30 pm in the Information Technology/Engineering (ITE) Building, Room #102. Please refer to the Campus Website for directions and parking: http://www.umbc.edu/aboutumbc/campusmap/.

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. Bidders will be provided with the following at the pre-proposal site meeting: (1) Updated major equipment lists; (2) Basic signal flow diagram; (3) Basic Touch Panel Layout; and (4) Other documents as needed. If your firm plans to send representatives, please call the issuing office by Wednesday, April 24, 2013. We ask that a maximum of two (2) representatives from each company attend this meeting.
Attendees of the Pre-Proposal Meeting may arrange additional site visits with their engineering staff prior to the RFP closure at the discretion of the Procurement Officer. However, these visits will be for measuring and pictures and will not include questions and answers or the Pre-Proposal documentation.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Delores Pertee (at 410-455-3915) with specific requests at least five (5) business days prior to conference.

G. 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.

H. TERM OF CONTRACT

The initial contract term shall be for a period of one (1) year beginning June 1, 2013 and ending May 31, 2014. The University shall have the option to renew the contract for five (5) 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 renewal options, it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any, will be considered for the cost of equipment, and labor quoted hourly rates, and shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the Consumer Price Index for the period ending on November 30th will be used. For example, if the contract term ends May 31, 2014, the price index for the period ending November 30, 2013 will be used. Statistics will be referenced as a cap for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals, as this is at the sole discretion of the University.

I. EVALUATION OF OFFERS

A contract award will be made to the responsible proposer whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by an University Evaluation Committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract to the vendor whose proposal is determined to be the most advantageous to the University.
J. **PROPOSAL ACCEPTANCE**

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

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

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the proposer as contractor and the University in the form of a University Contract and shall contain the provisions included herein as Appendix C (Contract), as well as, any additional terms required by UMBC or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C (Contract) and will execute a contract on that form upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee.

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 found in Appendix C, and (3) the Proposer’s response to the RFP and any amendments or changes thereto.

L. **ORDER OF PRECEDENCE**

The contract between the parties will be embodied in the contract documents, which will consist of those items named in “K” 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.

M. **PROPOSAL AFFIDAVIT AND CERTIFICATIONS**

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

END OF SECTION I
SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for the On-Call Lecture Hall Media Systems Procurement as described herein. Proposals will be received for the goods and services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

B. GENERAL INFORMATION FOR VENDORS

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

2. Each proposer must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.

3. At the Pre-Proposal conference, potential proposers will have an opportunity to: (1) ask and receive answers to all questions regarding the specifications and general conditions, (2) take pictures and measurements of the classrooms and lecture halls that area included under this contract, and (3) receive any additional information relating to this contract.

4. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate proposers for proposal preparation expenses.

5. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.

6. Before the award of a contract, UMBC may require the proposer to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the proposer.

C. ADDENDA TO THE RFP

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. Copies of the addenda will be posted to the eBid Board at www.umbc.edu/adminaffairs/procurement/EBidB.shtml. It is the responsibility of the vendor to check the website frequently until the opening date for addendums, amendments and changes. Reasonable efforts will be made to avoid the identification
of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL. An “Acknowledgement of the Receipt” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.

D. CANCELLATION OF THE RFP

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

E. ORAL PRESENTATION

As part of the Technical Evaluation, the University reserves the right to request that Proposers make oral presentations in conjunction with their written proposals. 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.

F. INCURRED EXPENSES

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

G. ECONOMY OF PREPARATION

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

H. ACCEPTANCE OF TERMS AND CONDITIONS

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

I. PROCUREMENT REGULATIONS

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

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.
K. **ALTERNATE SOLUTION PROPOSALS**

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

L. **TELEGRAPHIC/FACSIMILE PROPOSAL MODIFICATIONS**

Vendors may modify their proposals by telegraphic or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the University prior to such time and, provided further, the University is satisfied that a written confirmation of the modification with the signature of the proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the University until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.

M. **CONTRACTOR RESPONSIBILITIES**

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

N. **PUBLIC INFORMATION ACT**

Proposers must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, Part III, Title 10, State Government Article, Annotated Code of Maryland.

Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (**it IS NOT sufficient to preface your proposal with a proprietary statement**). Failure to comply may result in rejection of your proposal.
O. MINORITY BUSINESS ENTERPRISE NOTICES

State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland. For more information on the State’s MBE program, please see the MDOT website, at http://www.mdot.state.md.us/mb/index.html.

P. ARREARAGES

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

Q. TAXES

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

R. RFP RESPONSE MATERIALS

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

S. PROPOSAL SECURITY [N/A]

T. 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.
U. **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 bidder/proposer has any questions concerning application of the State Ethics law to the bidder/proposer’s participation in this procurement, it is incumbent upon the bidder/proposer to seek advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

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

The resulting contract is 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.

V. **Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act")** – NOT APPLICABLE

W. **JOINT VENTURE PROPOSERS** – NOT APPLICABLE

X. **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 for 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)

END OF SECTION II
ON-CALL MEDIA SYSTEMS CONTRACT
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SECTION III: TECHNICAL REQUIREMENTS & SCOPE OF WORK

A. BACKGROUND

Task Order #1, under the On-call Media Contract will be for the purchase and installation of Audio Visual equipment for multiple lecture halls. The system components and design will remain essentially the same for all locations. The successful contractor must provide all equipment, training, materials, parts and labor for the installation of new media systems on campus; must produce a turnkey system. One of these six (6) projects will be for supplies only and not require installation services.

B. REQUIREMENTS

1. The installation and equipment shall be warranted for a period of 3 years from the date of installation or receipt by UMBC. The proposer should include an option to continue coverage for an additional two year period.

2. The Contractor must be an authorized reseller for the parts that are specified. No substitutions are permitted for required items. Substitutions of equal function and quality may be suggested on parts not listed as required.

3. Project Execution - All work shall follow current construction and electrical code requirements. AV system installation shall follow industry best practices established by Infocomm International. The Lead Installer must be Infocom CTS-I certified. The Firm must include a copy of the Lead Infocom Certification with the Technical Proposal.

4. The Contractor shall insure that:
   a. The equipment and materials are not faulty, imperfect or used and that there is no imperfect, careless, or unskilled workmanship;
   b. The equipment, and materials shall be adequate for the use to which they are intended, and shall operate in a satisfactory and efficient manner; and
   c. They will re-execute, correct, repair, or remove and replace with proper work, without cost to the University, any work found not to be as guaranteed set forth above.
C. **SCOPE OF WORK**

1. The Contractor is to furnish all labor, equipment, supervision, and material necessary to comply with the scope of work and/or drawings and specifications furnished by authorized personnel of the University for work on the UMBC Campus and University-owned property.

2. The contractor is to coordinate all trade work with his forces and any contractors separately assigned by the University.

3. The Contractor shall complete his work in the time required by the University and in accordance with the requirements stated within the approved quote.

4. The work must be performed in accordance with local, state and federal regulations, codes and procedures. The Lead Installers must be InfoComm Certified and other Certification examples include:
   a. Infocomm CTS (CTS-1 or CTS-D)
   b. Extron
   c. AMX
   d. Crestron
   e. CEDIA
   f. CompTIA
   g. A manufacture certification or pertinent training

5. Quality Assurance: Shall Comply With:
   a. Infocomm Audiovisual Best Practices

6. Over the term of the Contract, should the specified model not be available, an updated model similar in price and function may replace the original model, with the prior written approval of the University.

The locations of the current project are Academic IV, Room #003; Biological Sciences, Room #120; Information Technology/Engineering #102; Information/Technology #104; and Public Policy #105. Secure storage rooms are available at each work site.

D. **STATEMENT OF EXPECTATIONS**

The AV Contractor shall supply, install, and program a turnkey Audiovisual System for university lecture halls. The AV Contractor shall participate in a progress meeting with the DoIT Instructional Technology Manager within two weeks of bid award. Delivery and installation of materials and equipment must be coordinated through the Instructional Technology Manager or his designee.

E. **ESTIMATED TIMELINE**

On site work may begin: June 1, 2013 -Coordinate with DoIT Instructional Technology Manager

System commissioning: No later than August 19, 2013

Punch list complete: No later than August 26, 2013

The anticipated date of award of the contract is the end of May, 2013, with the contract starting effective June 1, 2013. The Contractor shall coordinate and schedule
the project in advance with the Manager of Classroom Technology, providing a start and completion date. All punch list items shall be completed no later than August 26, 2013.

F. EQUIPMENT LIST /SPECIFICATIONS:

1. Task Order #1 Projects: The quantity, make and model, and known part numbers for each system for the current projects are included on the Task Order Price Proposal Forms located in Appendix B. These lists may not include all items needed to provide a turnkey system. The proposer should list any additional recommended or required items to ensure a complete and functional system. The items may be listed and discussed in the Technical Proposal, but the pricing for all equipment must be provided in the Price Proposal only.

2. On-Call Contract Standard Equipment List: A list of standard equipment for future projects is provided in Appendix D. This list may not include all items needed to provide a turnkey system. Additional items may be identified as projects become available.

3. Owner Furnished Equipment (OFE): The University shall provide:
   a. Custom console for instructor console (KSI, Inc.) unless otherwise noted.
   b. Electrical service to the floor panel under the console, data projector locations.
   c. Campus network connection to floor panel under the console for Extron equipment monitoring.
   d. Campus network connection at the projector.
   e. Projection screen (except ACIV003).
   f. Dell PC in tower case with DVI output.

G. SYSTEM DESCRIPTION

Infrastructure - The University will provide a presentation console with rack mount rails in each location unless otherwise noted. Conduit runs extend from the console to the projector location. AC power is provided at the console, projector, and booth locations. Network connections are available at the projector and console locations.

Audio systems – AV Contractor shall provide audio follow video sound to the existing audio systems. The audio amplification system and wireless microphone equipment shall be securely mounted in the console. Remote volume control shall be extended to the console to be controlled via the Extron Touch Link TPI.

Video Inputs - All video and audio sources and inputs shall be securely installed in the AV console. Laptop computers (OFE) and video/audio source (OFE) can be connected to the system and displayed via an Extron Touch Link interface panel located on the console. A Blu Ray player/recorder will be housed in the console and
will be connected to the system and controlled via the Touch Link interface panel. An OFE computer will be installed by the owner in the console.

**Switching and Control** - All video sources shall be routed directly to an Extron Switcher within the instructor console (audio follows video). A desktop mounted Extron Touch Link interface panel will provide control. The system shall be programmed to turn on the projector and default to the built-in PC input upon pressing ON. The system should send an OFF command to the projector at midnight and power down the system. The system shall send an alert via email to sanderso@umbc.edu and wdotso1@umbc.edu if the projector or system is malfunctioning or disconnected. The system will be connected to UMBC’s existing Extron Global Viewer Enterprise server.

**H. PROJECT DOCUMENTATION**

1. Each audio visual system location shall contain:
   a. Laminated Quick Start Guide
   b. Small plate near controller:
   c. Label all AV input plates.
   d. Label all AV input cables.

2. A completed audio visual project binder shall be provided to the DoIT Instructional Technology Manager. The AV project binder shall contain:
   a. Program document - A short description of the activities that will take place in each location and the role of the AV system in supporting them.
   b. By room, a list of all AV system components by make, model, and serial number.
   c. Performance standards for the system.
   d. USB drive or CD containing the following documents in PDF file format (and DWG file format for diagrams and drawings)
      i. Manuals, manufacturer’s literature, and cut sheets for all components provided by.
      ii. Control system configuration files, GUI files, and device settings
      iii. As built AV rack and wall plate elevations
      iv. As built AV signal flow diagrams
      v. As built AV control diagrams
      vi. AV cable labeling plan
      vii. Quick Start Guide for each system (PDF and Word file)
      viii. Warranty terms - (start date coincides with the date of system acceptance)
      ix. Training plan, support terms, and contact information (include name of lead)
   e. Hard copies of all of the above except control system files.
I. **TRAINING**

The Firm shall provide a total of eight hours of system training to Department of Information Technology (DoIT) technical staff. At least four hours may be reserved for post-project signoff for refresher training by January 31, 2014 at the discretion of the DoIT Instructional Technology Manager.

J. **IMPLEMENTATION**

These on-call contracts are to be utilized as audio-visual and media system projects develop on the following basis:

1. UMBC’s DoIT Instructional Technology will (i) prepare a written scope (which may include specifications and/or drawings, as applicable) of work on each project inclusive of time frame/schedule; and (ii) conduct a site visit with the On-Call Contractor.

2. The On-Call Contractor will provide to the DoIT Instructional Technology Manager, a written quote on company letterhead, the lump sum price to do the project work inclusive of the following: (1) A detailed list of equipment and materials and cost; (2) Breakdown of labor hours and cost; (3) The time frame by date in which this work can be done; (4) Subcontractor cost (labor and materials, if any); and, (5) The names of the Lead Installer and Technician(s) to be assigned.

3. The DoIT Instructional Technology Manager will sign off on the quote, confirming approval of the scope of work, commencement and completion dates, time frame and lump sum price. A copy of the executed quote will be returned to the contractor, and the original will be maintained by the DoIT Instructional Technology Manager.

4. The On-Call Contractor will be required to check in with the university's representative on a weekly basis when doing work on site.

5. The project size under this contract will vary based on the number of classrooms/lecture halls being upgraded or new classrooms coming on-line, at any given time.

6. Once the contract is awarded, all communications on projects are to be directed to the DoIT Instructional Technology Manager or designee. No instructions, directions, and information are to be given to the Contractor by any other University personnel. All change order work shall not proceed until a purchase change order has been issued by the University confirming this additional work and the applicable additional cost.

7. If during the term of this contract, the Contractor is awarded other projects on campus outside of this contract, it is expected that the Contractor will assign separate work crews and supervisory teams to all concurrent projects to insure
that no job schedule is effected by inadequate manpower levels.

8. Any staff changes by the selected Contractor in the Project Manager or Lead Installer must be reviewed and approved by UMBC's Office of Procurement via the issuance of a contract amendment prior to any reassignments being made.

K. PROTECTION OF ADJACENT FACILITIES AND PROPERTY

The Contractor is advised that the location of projects under this Contract will likely be in a congested area of the campus, subject to heavy vehicular and pedestrian traffic and limited parking. Every precaution shall be exercised to protect people from injury and disruption of traffic from work performed.

L. PROTECTION OF WORK, STORAGE AND TRANSPORTATION OF MATERIALS

1. Transportation: Conditions may require the Contractor to provide transportation to remove or delivery material to the job site or remove debris, as required. All materials and equipment shall be so crated, packaged, blocked and otherwise protected during transportation and handling to prevent damage of any kind. This shall include the provision of any necessary lifting devices or machines and the skilled personnel to operate such machines.

2. Protecting Work in Place: Provide all necessary protection of completed work to prevent any and all damage. Walk off mats shall also be required at the entrances and exits of all work sites.

M. REMOVAL OF DEBRIS & CLEANING

The Contractor shall be responsible to remove debris and clean work areas as the work progresses; Debris shall be removed on a daily basis. Salvageable material shall be piled separately for reuse or salvage by the University, per direction of the DoIT Instructional Technology Manager. Woodwork, painted or decorated surfaces, finished floors, etc., shall be swept or sponged as necessary to remove debris and prevent damage to finished surfaces. At the completion of the work the Contractor shall as a "Job Cost" remove all rubbish from and about the building and remove from and about the building all tools, scaffolding and surplus materials and shall leave the work site completely clean. The contractor shall remove all debris and rubbish from the campus at no charge to the University.

N. EMPLOYEE IDENTIFICATION

Due to the nature of routine on-call work and required security, the Contractors shall obtain identification for all of his employees, equipment and Subcontractors that will be utilized at UMBC. **EMPLOYEE IDENTIFICATION OF WORKMEN ASSIGNED TO THE UNIVERSITY PROJECTS SHALL BE VISIBLE AT ALL TIMES.**
All vehicles and mobile equipment shall be identified with the Contractors Name displayed in a highly visible manner.

O. PARKING REQUIREMENTS

1. Valid UMBC parking permit must be displayed on vehicles parked in non-metered parking spaces on campus. Parking permits are enforced year round, between the following hours:

   - Monday through Thursday: 7:00 AM to 9:00 PM.
   - Friday: 7:00 AM to 3:30 PM.

2. Failure to display parking permit or parking in unauthorized locations may result in issuance of a citation. A parking violation issued against a vehicle without a permit will be charged to the registered owner of the vehicle.

3. Confine parked vehicles to designated parking spaces unless otherwise approved in writing.

4. When practical for the University, the contractor will be issued one Service Area parking permit. Other parking shall be confined to a designated campus parking lot.

5. The DoIT Instructional Technology Manager will advise Parking Services of contractor parking needs. Contractors will not be able to get parking permits unless Parking Services has been notified about the project in advance by UMBC DoIT Instructional Technology Manager.

6. For each vehicle requiring parking permit, complete Contractor Parking Permit application and submit to Parking Services in Facilities Management Building. The DoIT Instructional Technology Manager will provide appropriate application form for use.

P. TOOLS AND MOVEABLE EQUIPMENT

The Contractor shall furnish all protective equipment, tools, ladders, and items customary to the trade necessary to complete the work performed under this contract. Any equipment rental must be approved in advance by the DoIT Instructional Technology Manager prior to its use.

Q. UNIVERSITY’S RIGHT TO FURNISH MATERIAL AND EQUIPMENT

The University reserves the right to purchase material or job required merchandise. The Contractor will be reimbursed only for his labor cost used on the materials furnished. Materials not used on the job shall be returned to the University's stock for credit to job.
R. **SUBCONTRACTS**

It is the intent of this contract not to use subcontractors. Subcontracting may only occur with prior approval by the UMBC Department of Information Technology (DoIT) Instructional Technology Manager. This should be a rare instance, such as the need for a specialized skill set. The subcontractor must possess skills and certifications that meet or exceed that of the contractor. The University reserves the right to review/approve the subcontractor.

S. **TRUCKING**

Contractor’s Name, License Numbers, Telephone Number and Address shall be displayed on trucks in three inch (3") high letters. The Contractor shall apply for a University permit through UMBC Parking Services. Parking at the University is at a premium. The On-Call Contractor will be required to coordinate with the DoIT Instructional Technology Manager on the loading and unloading of materials.

T. **SUPERVISION OF THE WORK**

Materials, workmanship and finishes for new work in classrooms and lecture halls shall be similar and equal, as determined by the DoIT Instructional Technology Manager, to those in the other classrooms and lecture halls.

The DoIT Instructional Technology Manager shall have general supervision and direction of the work which shall include, but not be limited to, the following:

1. Determination of a work schedule for coordination of crafts.
2. Project starting and completion dates.
3. Inspect all work for compliance with University Standards & Project scope.
4. Issuance of the Signed Quote which shall authorize the Contractor to proceed with the work as defined. The Contractor shall be advised in writing to close out a project at which time he shall stop all work and submit a request for final project payment.

U. **CODES AND STANDARDS**

All work performed under this Contract shall be in compliance with all applicable codes, standards and regulations. Each campus will issue its standards, if any, to the selected On-Call Contractor.

V. **SPECIAL CONDITIONS**

1. The University reserves the right to complete particular projects through this On-Call Contract, through the use of University employees or to obtain separate Contracts through its normal procurement process according to the best interests of the University.
2. The University reserves the right to assign University personnel employed in various trades to projects under this Contract and/or to perform a portion of the work under a particular project.
3. The Contractor must be able to deliver all said labor and standard items of
material and equipment within time frame confirmed in the Quote for each project. Purchase of equipment and material not usually carried in stock by local distributors shall be accomplished competitively within the shortest time possible while maintaining the job schedule.

4. The Contractor shall maintain a local office with telephone available for receiving and making calls throughout the work day and the principal place of business shall be located within a 40 mile radius of the UMBC Campus (as determined by www.freemapt tools.com).

5. The Contractor shall provide one person designated as the Project Manager. The Project Manager shall be the Contractor's agent for reviewing the project scope, authorized to provide the quote, and shall be the channel for all inquiries concerning work in progress or work to be started under this Contract. The Project Manager shall manage and supervise all on-site personnel. The Project Manager must be a direct employee of the Contractor. The Project Manager should be readily available to review all phases of the project when requested by the University. The Project Manager should have a cell phone to facilitate accessibility to the University.

6. The Contractor shall provide the name(s) of the Technician(s) that would work under this contract.

7. The timeframe of work hours for the Contractor shall be 7:00 a.m., through 4:00 p.m., Monday through Friday. The work shall be carried forward during normal work hours unless the contractor elects on his own volition to extend operations beyond regular hours and such extensions are approved by the University. If overtime is needed, the associated costs are the responsibility of the Contractor. Access to the classrooms and lecture hall must be pre-approved and scheduled by the DoIT Instructional Technology Manager.

W. UNIVERSITY'S RIGHTS OF INSPECTION AND TEST:

The University reserves the right to make or cause to be made such inspections and tests, as deemed advisable, to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the University may by written notice to the Contractor, terminate his right to proceed further with this work. In such event, the University may take over the work and prosecute it to a completion, by contract or otherwise, and the Contractor and his sureties (if any) shall be liable to the University for any additional cost occasioned by the University.

X. PERFORMANCE BOND:

Performance Bond -- The security in the form approved by the University and executed by the Contractor and his surety, and paid for by the Contractor, as a guarantee that he will pay in full all his bills and accounts for materials and labor used in the project, as provided by law.
For Contracts of $100,000 or more, the successful contractor shall furnish within ten (10) days after notification of award, a Performance Bond in the full amount of the Contract Price.

Y. ADDITIONAL WORK:

If during the process of this solicitation any additional work is identified as being needed in order to complete this project, the University reserves the right to request the awarded firm to include this work in their pricing in an effort to expedite the conclusion of this project. (i.e. if an projector needs to be replaced, etc.)

Z. PERIOD FOR ACCEPTANCE:

The selected vendor must agree to an acceptance trial period of performance of NOT LESS THAN sixty (60) consecutive calendar days. This period shall begin on the first fully operational day. The vendor and the University of Maryland Baltimore County shall mutually agree upon, and declare the date that, the contract is considered to be fully operational with respect to the Period of Acceptance.

During the 60 day period, the vendor must perform at a rate and level consistent with the performance specifications contained in the selected vendor's specifications and/or proposal. Failure to satisfy the "acceptance trial period of performance" may result in specified performance contract termination.

In the event that the selected vendor fails to meet all requirements, the University of Maryland Baltimore County shall have the right to declare the vendor's service(s) unacceptable and the vendor in default and to terminate all agreements, written or verbal, without penalty or obligation to the University of Maryland Baltimore County consistent with the provisions of the termination for default clause required in the contract.

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

AA INSURANCE:

The successful vendor will be required to document proof of insurance for Commercial General Liability, Worker's Compensation, and Automobile insurance. The University of Maryland Baltimore County and the State of Maryland are to be named as an "additional insured" on all but Worker's Compensation.

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.
1. The following conditions for insurance must be met by the Vendor:

   a. The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and University of Maryland Baltimore County. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

   b. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers Compensation, in the same manner, including the additional insured requirements in paragraph e. below, i.e., as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.

   c. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University of Maryland Baltimore County".

   d. No acceptance and/or approval of any insurance by the University of Maryland Baltimore County shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents

   e. NAMED ADDITIONAL INSURED - The University of Maryland Baltimore County and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverage except Workers Compensation, and the certificates of insurance (or the certified policies, if requested), must so indicate through inclusion of appropriate endorsement. **Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.**
f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.

g. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland Baltimore County or participation institutions from supervising or inspecting the operations of the contractors as the end result.

h. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor shall be as fully responsible to University of Maryland Baltimore County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by Contractor.

i. All required insurance coverage must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University of Maryland Baltimore County. 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.

j. The University of Maryland Baltimore County will consider deductibles or self-insured retention as part of its review of the financial stability of the proposer. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

2. The Contractor shall purchase the following insurance coverage:

a.  **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted after section "4.1 and 4.2" below must be met. Such Commercial General Liability policy shall include the following extensions:
i. It is preferred that the General Aggregate Limit applies separately to this project:

ii. Premises/Operations:

iii. Actions of Independent Contractors:

iv. Products/completed Operations to be maintained for three (3) years after completion of the contract.

v. Contractual Liability including protection for the Contractor for claims arising out of liability assumed under this contract.

vi. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):

b. **Business Automobile Liability** which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorists’ insurance and automobile contractual liability.

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS

c. **Workers Compensation** - statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.

3. The coverage listed in Section III, Item J-2, above shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**

a. Commercial General Liability Insurance including all extensions -
   - $2,000,000 each occurrence;
   - $2,000,000 personal injury;
   - $2,000,000 products liability;
   - $3,000,000 general aggregate

b. Business Automobile Liability -
   - $2,000,000 each accident

c. Workers Compensation insurance - statutory requirements. Employers liability insurance - $1,000,000 each accidental injury; and $1,000,000 each employee, $1,000,000 policy limit for disease.
4. **Tort-Claim Act** - It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.

**NOTE**: If insurance required in terms 2.iv and v above has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for period of three (3) years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor's or subcontractor's work under this contract, or

b. Purchase an extended [minimum three (3) years] reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

c. The "retroactive date" must be effective prior to the inception of the work under this contract.

d. No "sunset" clauses shall apply.

5. **Additional information:**

The awarded firm will provide all endorsements from the insurer itself (rather than the agent); and there will be a request to see all coverage declaration pages together with all endorsements (to confirm compliance with the coverage requirements.)

**A CERTIFICATION LETTER FROM THE INSURER (RATHER THAN THE AGENT) THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT SHOULD BE PROVIDED WITH THE TECHNICAL PROPOSAL.**
BB. LABOR RATES:

CONTRACTOR'S LABOR RATES: It is understood and agreed by the Proposer that all quoted hourly billing rates include the following for staff:

1. Salary cost inclusive of all associated overhead and profit.

2. Premiums for Workmen’s Compensation and Unemployment Insurance, Contractor’s share of Social Security Payment, and other such expenses based on payrolls of labor performed in connection with the work under the Contract.

3. Premiums for insurance for this Contract as required by the Specification or by the law to carry including Contractor’s Liability, Property Damage, and Vehicle Insurance on tools and equipment as stipulated in the Specifications.

4. Fringe benefits for health and welfare, Workman’s Compensation insurance, vacations, holidays and pensions shall be furnished by the Contractor.

5. Tools, equipment, and material of all types including maintenance, loss and breakage as required to complete the work.

6. Incentive pay, if any.

7. Travel costs for Contractor’s business operation or employee’s residence to job site of University of Maryland Baltimore County.

8. Welfare funds such as vacation allowance or other fringe benefits which are included in the local prevailing wage rates by written agreement between Contractors and Labor Unions.

END OF SECTION III
SECTION IV: EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

All vendors’ proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation and Selection Committee to review and rate the proposals. The Committee shall be composed of 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

1. Technical Evaluation: Technical Proposals will be evaluated by the University's Evaluation and Selection Committee before Price Proposals are reviewed. Those Technical Proposals not achieving at least 75% of the technical points available for Technical 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 of the results of the technical evaluation of its firm's technical proposal.

2. Price Proposal Phase:

2.1 Only those Proposers who achieve the minimum technical score of 75% or better in the Technical Evaluation will have their Price Proposal opened.

2.2 The University may elect to request Best & Final Price Proposal(s).
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.

END OF SECTION IV
ON-CALL MEDIA SYSTEMS CONTRACT
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SECTION V: 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 reviewed by the 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. The Technical Proposal must be submitted in a sealed envelope. The envelope shall have the Proposer's name, the project name and project number prominently displayed. Proposers are requested to clearly mark the "original" set of the Technical Proposal.

   Technical Proposals shall be delivered on, or before Friday, May 10, 2013 at or before 2:00 p.m. to the UMBC Procurement Office at the address noted in Section 0100 of the RFP as the "The Issuing Office".

The following items must be included in this Initial RFP Submittal:

   a. Transmittal Letter
   b. Detailed responses to Section 0500, Item D, Technical Proposal Criteria, Items 1 through 3 (noted in "D" below)
   c. Lead Installers’ Infocomm CTS-1 Certification (photocopy)
   d. Firm’s Business license (photocopy)
   e. Insurance Certificate or certification letter
   f. Acknowledgement of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda MUST be included with your Technical Proposal).
Forms for each of the items required in the Technical Proposal are furnished with this RFP in Appendix A and on UMBC’s Electronic Bid Board at http://www.umbc.edu/adminaffairs/procurement/vendor/shtml in Microsoft Word Format.

D. TECHNICAL PROPOSAL CRITERIA

Per Item C above, the following information must be furnished in the Technical Proposal portion of the RFP. Failure to include any of the items listed below may disqualify your firm's response. Technical criteria are listed in order of importance. Proposers should describe in detail and provide evidence supporting the qualifications requested below. All proposers are to compile their Technical Proposals in the order listed.

1. FIRM EXPERIENCE AND REFERENCE:

   1.1 Each Proposer is to complete the Firm Experience Form on three (3) projects similar in scope, size and complexity of the projects, and on-call services anticipated to be done under this contract. The projects should have been completed within the last three (3) years.

   1.2 Firm References:

      (a) Provide three (3) references for the Contractor per the projects submitted under the Firm Experience category above (#1.1). Provide contact name, address, and telephone number for each reference.

      (b) The University reserves the right to verify all information given if it so chooses, as well as to check any other sources available or to use itself as a reference if not provided by the contractor.

      (c) Please be sure that accurate information is provided and that the contact person is capable of speaking to the firm's capability in performing the services required. References will be held in the strictest of confidence.

      **Note: The Firm Experience Form was developed for use on this procurement to ensure that all requested information is provided. Proposers are required to utilize this Form. This form is found in Appendix A.

2. KEY PERSONNEL:

The Project Manager must be a direct employee of the Contractor. The Technicians/s should be direct employees of the Contractor.

   2.1 **Project Manager:** The person from the Contractor who will be involved on a continual basis from commencement of the contract until project completion. This person will be responsible for the overall management of the Contractor’s team assigned to a particular project and the completion of the project.
Complete the Key Personnel Form For Project Manager* for each person to be assigned this role under the UMBC contract, if awarded. The Key Personnel Form includes the following:
- Educational Background
- Work experience with the proposing firm inclusive of duration (by dates) of employment and position(s) held;
- Work Experience With Prior Employers, durations (by dates) of employment and position(s) held;
- Specific Project Experience Which is Similar to the Work to be Done Under this Contract (preferably some of the projects listed in #2.1 a. below) and the role this person played in each selected project with higher consideration to be given if the role is the same as to be assigned on the UMBC contract. A minimum of two (2) projects are to be listed for each person. A brief description of the project should be given (if not provided elsewhere in the technical proposal) inclusive of type of project, new installation or upgrade dollar, dollar volume of project, and time frame.

*Note: The Key Personnel Form was developed for use on this procurement to ensure that all requested information is provided. Proposers are required to utilize this form. If the Project Manager and Lead Installer are the same person, complete the Key Personnel Form for Project Manager only—you do not need to complete the Lead Installer Form.

2.2 **Lead Installer(s):** Person(s) from the Contracting firm that will do and lead the actual installation work on the projects.

Complete the Key Personnel Form For Installer** for each person that will serve in this role under the UMBC contract, if awarded. The Key Personnel Form includes the following:
- Educational Background – individual certification/training
- Work experience with the proposing firm
- Work Experience with Prior Employers
- References

**Note: The Key Personnel Form For Lead Installer was developed for use on this procurement to ensure that all requested information is provided. Proposers are required to utilize this form.

Evaluation of each person’s background and experience will be based on similarity to UMBC’s contract. Higher consideration will be given if the Key Personnel have experience in higher education settings.

2.3 **List of Technicians**

Complete the List of Technicians that may be assigned to work on the UMBC projects. Provide for each Technician, the certifications and any specialized training.
2.4 **Key Personnel References:**

In the space provided on the Key Personnel Forms, provide **two (2) project references on each** of the proposed key people inclusive of contact person, phone number and name of applicable project.

The University reserves the right to check other sources available, including itself, if not provided as a reference by the Contractor. Such references will be held in strictest confidence by the University.

Please ensure that the information is accurate and that the reference named can speak to the individual's performance in the role to be assigned on this contract.

**Each of the key personnel shall have at least three (3) years experience working on contracts of this type.**

2.5 **Personnel Commitment:**

By submitting the names for consideration under this Key Personnel Section, the Proposer is committing these people (Project Manager & Lead Installer) to UMBC for this contract’s duration if awarded the project. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMBC's Procurement Office.

3. **PROFILE OF PROPOSER:**

Complete the **Company Profile Form** found in Appendix A. Please note: If the Proposer is a local office of a parent company, the information is to be provided on the local office only who will be managing this contract not on the parent organization, unless the parent organization is the Proposer.

E. **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. **Price Proposal Form:** Complete the two (2) Price Proposal Forms in Appendix B. The Price Proposals 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 and/or additions to the Price Proposal Forms are permitted. These Forms are not provided in Microsoft Word or Excel Format.**
1.1. **Task Order Price Proposal Form** – Indicate Part numbers where needed. The Price Proposals shall include the following information:
   a. Quoted hourly rates for Lead Installer position.
   b. Quoted hourly rates for Technician.
   c. The cost of 6 initial Projects on this Contract

1.2 **On-Call Media Systems Contract** - The Price Proposal shall include the following information:
   a. Quoted hourly rates for Lead Installer position.
   b. Quoted hourly rates for Technician.
   c. Indicate the point at which a volume purchase lowers the unit cost (i.e. If UMBC purchases at least X number of an item, the unit price is discounted by $/per unit).

2. **Price Proposal Due Date/Time**: The due date and time for the Price Proposal is **Friday, May 10, 2013 at 2:00 p.m.** Price Proposals will be opened privately.

3. Only those proposers who achieve the minimum technical score of 75% or better in the Technical Evaluation will have their price proposals opened.

**F. SUBMISSION**

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

**END OF SECTION V**
ON-CALL MEDIA SYSTEMS CONTRACT
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SECTION VI: APPENDICES

APPENDIX A – TECHNICAL PROPOSAL FORMS

APPENDIX B – PRICE PROPOSAL FORMS

APPENDIX C – CONTRACT FORMS

APPENDIX D – ON CALL MEDIA CLASSROOM EQUIPMENT LIST

APPENDIX E – SBR QUALIFICATIONS
APPENDIX A

TECHNICAL PROPOSAL FORMS

Firm Experience/Reference Form
Key Personnel/Reference Form
Company Profile Form
Bid Proposal Affidavit
Acknowledgement of Receipt of Addenda Form
APPENDIX A

ON-CALL MEDIA SYSTEMS CONTRACT – RFP#BC-20871-P

FIRM EXPERIENCE FORM

EXPERIENCE FORM  (Complete for three (3) similar/relevant contracts.)

PROPOSER’S NAME: ________________________________________________________

CLIENT’S NAME: __________________________________________________________

CLIENT’S CONTACT PERSON’S NAME: ________________________________________

CLIENT’S ADDRESS: ________________________________________________________

CLIENT’S TELEPHONE NUMBER: ____________________________________________

TYPE OF CONTRACT: (Check all that apply)

_____ Research  _____ Private Sector  _____ Public Sector

_____ Hospital /Medical

_____ Academic / Higher Education (1 of the 3 must be in a higher academic environment)

_____ Other:  Explain:

CONTRACT DOLLAR SIZE: $ __________________

CONTRACT /SERVICE TERM: FROM: ________________ TO: __________

NAME OF PROPOSING FIRM’S PROJECT MANAGER FOR THIS CLIENT:

__________________________________________________________________________

NAMES OF PROPOSING FIRM’S PROJECT MANAGER AND LEAD INSTALLER(S) FOR THIS PROJECT:

__________________________________________________________________________

__________________________________________________________________________

PROVIDE A BRIEF, BUT DETAILED DESCRIPTION OF THE SIMILARITIES OF THIS CONTRACT SCOPE TO THE REQUIREMENTS FOR THE UMBC CONTRACT SCOPE OF WORK:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

END OF FIRM EXPERIENCE FORM
APPENDIX A
ON CALL MEDIA SYSTEMS CONTRACT - RFP # BC-20871-P
KEY PERSONNEL FORM FOR PROJECT MANAGER

Page 1 of 3

1. PERSON'S NAME: __________________________________________________________

2. POSITION TO BE ASSIGNED:       ____Project Manager
                                            ____Project Manager and Lead Installer

3. EDUCATIONAL BACKGROUND/CERTIFICATION/TRAINING (i.e. Trade School or University, specialized training, certifications, etc.)

   Institution         Licenses/Certifications          Major (if any)
                          Apprenticeship

   ____________________          ____________________          ____________________
   ____________________          ____________________          ____________________
   ____________________          ____________________          ____________________

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

4.1 CURRENT EMPLOYER'S NAME: ________________________________________________

   DATES OF EMPLOYMENT: ____________________________________________________

   POSITION HELD                    DURATION BY DATE

   ____________________________________________          ________________________
   ____________________________________________          ________________________
   ____________________________________________          ________________________

4.2 PRIOR EMPLOYER'S NAME: ________________________________________________

   DATES OF EMPLOYMENT: ____________________________________________________

   POSITION HELD                    DURATION BY DATE

   ____________________________________________          ________________________
   ____________________________________________          ________________________
   ____________________________________________          ________________________
ON CALL MEDIA SYSTEMS CONTRACT - RFP # BC-20871-P

KEY PERSONNEL FORM FOR PROJECT MANAGER

Page 2 of 3

4.3 PRIOR EMPLOYER’S NAME: ________________________________
DATES OF EMPLOYMENT: ________________________________

POSITION HELD                        DURATION BY DATE
________________________________   __________________
________________________________   __________________

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

________________________________________________________________________

________________________________________________________________________

6. SIMILAR PROJECT EXPERIENCE/REFERENCES: (Note: It is preferable that these references be from the contract experience provided as an attachment to this "Key Personnel Form"; if this is the case, you need only indicate "see attached" under the Description of Contract item.)

6.1 CONTACT PERSON: ________________________ TELEPHONE #: ______
COMPANY NAME: ________________________________
PROJECT/CONTRACT NAME    DOLLAR VALUE    HOW MANY YEARS?
_________________________    $___________    _________
DESCRIPTION OF CONTRACT SERVICED: __________________________

6.2 CONTACT PERSON: ________________________ TELEPHONE #: ______
COMPANY NAME: ________________________________
PROJECT/CONTRACT NAME    DOLLAR VALUE    HOW MANY YEARS?
_________________________    $___________    _________
DESCRIPTION OF ACCOUNT SERVICED: __________________________
ON CALL MEDIA SYSTEMS CONTRACT- RFP # BC-20871-P

KEY PERSONNEL FORM FOR PROJECT MANAGER

Page 3 of 3

6.3 CONTACT PERSON: __________________________ TELEPHONE #: _______

COMPANY NAME: ________________________________________________

PROJECT/CONTRACT NAME   DOLLAR VALUE   HOW MANY YEARS?
_________________________   $_____________   _______

DESCRIPTION OF ACCOUNT SERVICED: ________________________________

___________________________________________________________________

7. ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

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

If the Project Manager and Lead Installer are the same person, complete the Key Personnel Form for Project Manager only—you do not need to complete the Lead Installer Form.

END OF FORM
Complete this form for each person that will provide technical or installation services on the UMBC Contract.

1. Person’s Name: ____________________________________________________________

2. Position/Role: ____________________________________________________________

3. Educational Background (Trade School or University, i.e., licenses, specialized training, certification, etc.)

<table>
<thead>
<tr>
<th>Institution</th>
<th>Licenses/Certification</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprenticeship</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Employment History:

4.1 Current employer’s Name: ________________________________________________

Dates of Employment: _______________________________________________________

<table>
<thead>
<tr>
<th>Position(s) Held</th>
<th>Duration By Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.2 Prior Employer’s Name: ________________________________________________

Dates of Employment: ______________________________________________________

<table>
<thead>
<tr>
<th>Position(s) Held</th>
<th>Duration By Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. ROLE: Describe the role of this person in this contract, including services to be provided directly and services to be supervised as provided by others.

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

6. SIMILAR PROJECT EXPERIENCE/REFERENCES:

6.1 Contact Person: ________________________ Telephone: ________________
Company Name: ________________________________________________
Brief Project Description:________________________________________
_________________________________________________________________
_________________________________________________________________
ON-CALL MEDIA SYSTEMS CONTRACT – RFP#BC-20871-P

KEY PERSONNEL FORM

Technicians

Please provide the requested information below on each person that will serve in the role of Technician on the UMBC Contract.

<table>
<thead>
<tr>
<th></th>
<th>NAME</th>
<th>LIST CERTIFICATION(S)</th>
<th>LIST SPECIALIZED TRAINING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<td>3</td>
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<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

END OF FORM
APPENDIX A

ON CALL MEDIA SYSTEMS CONTRACT – RFP-BC-20871-P

COMPANY PROFILE FORM
Page 1 of 2

COMPANY NAME: ________________________________________________________________

DATE OF INCORPORATION: __________ STATE OF INCORPORATION: __________

# OF YEARS IN BUSINESS: __________ NUMBER OF EMPLOYEES: __________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

__________________________________________________________________________

__________________________________________________________________________

NAMES OF PRINCIPAL(S) AND TITLE(S):

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

HEADQUARTERS LOCATION:

__________________________________________________________________________

LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC AND NUMBER OF EMPLOYEES:

__________________________________________________________________________

TYPE(S) OF EQUIPMENT AND SERVICES PROVIDED:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
APPENDIX A

ON CALL MEDIA SYSTEMS CONTRACT – RFP-BC-20871-P

COMPANY PROFILE FORM
Page 1 of 2

AVERAGE ANNUAL SALES:

<table>
<thead>
<tr>
<th>Year</th>
<th>Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>$</td>
</tr>
<tr>
<td>2011</td>
<td>$</td>
</tr>
<tr>
<td>2010</td>
<td>$</td>
</tr>
<tr>
<td>2009</td>
<td>$</td>
</tr>
</tbody>
</table>

PROVIDE A BRIEF HISTORY OF THE COMPANY (if preferred, an attachment to this form may be provided):

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Does the firm have Certification that applies to the company, such as special recognition for a certain percentage of employees having completed a training program? If so, explain:

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Other Important Information/Comments:

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

END OF FORM
RFP NO.: BC-20871-P

TECHNICAL & PRICE PROPOSALS DUE DATE: FRIDAY, MAY 10, 2013 AT 2:00 P.M.

RFP FOR: ON CALL MEDIA SYSTEMS CONTRACT

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 Proposal.

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Title

________________________________________
Date

END OF FORM
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. AFFIRMATION REGARDING BRIBERY CONDITIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies (as is defined in Section 16-101 (f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business) (use attachments as necessary):

_____________________________________________________________________________________________

_____________________________________________________________________________________________

_____________________________________________________________________________________________

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, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:
   (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

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

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

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

(5) Been convicted of a violation of the SS11-205.1 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 subsection (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 SSB and C (1) – (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment) (use attachments as necessary):

_____________________________________________________________________________________________

_____________________________________________________________________________________________

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

_____________________________________________________________________________________________

_____________________________________________________________________________________________

RFP#BC-20871-P  Page 47 of 85
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 Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes of Maryland; and

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning 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 program 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

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 five (5) days after a conviction;

(i) Notify the procurement officer within ten (10) days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of conviction, impose either of the following sanctions or remedial measures on an 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 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 21.07.11 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 contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) Except as validly contested, the business had 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 payment under any contract relating to this bid/proposal affidavit.

(2) The business named above is a ________ sole proprietorship, ________ partnership, or ________ corporation formed under the laws of the State of ________. [For entities not formed under the laws of Maryland.] I further affirm that the business named above is 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 current resident agent is filed with the State Department of Assessments and Taxation as:

Name: ____________________________________________________________

Address: _________________________________________________________

L. CONTINGENT FEES

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

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the accompanying 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 PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ________________________

EIN or SS#: _________________________________________

By: _____________________________________________

Solicitation#: __________________________

(Authorized Representative and Affiant)

12.0021 (Rev. 11/05)

END OF FORM

END OF APPENDIX-A
APPENDIX B

PRICE PROPOSAL FORM
Ms. Delores R. Pertee  
Procurement Office  
University of Maryland, Baltimore County  
Room #301, Administration Building  
1000 Hilltop Circle Baltimore, MD 21250  

Dear Ms. Pertee:  

The undersigned, hereby submits a price proposal for the On Call Lecture Hall Media Systems procurement as set forth in RFP #BC-20871-P documents dated April 19, 2013 and Addenda as follows:  

Addendum No. _______ Dated _______  
Addendum No. _______ Dated _______  
Addendum No. _______ Dated _______  

We understand that by submitting this price proposal, we are agreeing to all of the terms and conditions of UMBC’s RFP. Below please find our quoted pricing under this RFP.  

1. **ON CALL PROJECT PRICING:**  

   A. Quoted Hourly Billing Rate for the following position:  

<table>
<thead>
<tr>
<th>Position</th>
<th>Quoted Hourly Billing Rate</th>
<th>Quoted Hourly Over-time Rate</th>
<th>Quoted Hourly Emergency Services Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Installer</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Technician</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

2. Complete the attached Pricing Sheets for each of the Lecture Hall Projects planned for Task Order #1, under the On-Call Contract.
### TASK ORDER #1 PRICE PROPOSAL FORM – Page 2 of 14

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Equipment</th>
<th>Make/Model</th>
<th>Part #</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Control System</td>
<td>Extron TLP710TV Touch Panel Controller</td>
<td>60-1208-02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Extron IPCP505 Control interface</td>
<td></td>
<td>60-1071-02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Cisco Network 8 Port Switch w/PoE</td>
<td>SRW208P-K9-NA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Signal Processing</td>
<td>Extron IN1606 Scaler/Switcher</td>
<td>60-1081-01</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Extron SW4 HDMI Switcher</td>
<td></td>
<td>60-841-02</td>
<td></td>
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<tr>
<td>1</td>
<td>Twisted Pair</td>
<td>Extron DTP230Tx Twisted Pair transmitter</td>
<td>60-127-12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Extron DTP230Rx Twisted Pair receiver</td>
<td></td>
<td>60-127-13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Gefen DVI Audio Extender (for audio run to amplifier)</td>
<td>EXT-DVI-AUDIO-CAT5</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Use Extron Shielded Category cable for all extenders

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Equipment</th>
<th>Make/Model</th>
<th>Part #</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Projector</td>
<td>Epson PowerLite Pro G5750WU (normal lens) Data projector (Brighter Futures Pricing)</td>
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<td></td>
</tr>
<tr>
<td>1</td>
<td>Projector lamp</td>
<td>Data projector lamp</td>
<td>V13H010L63</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Chief universal projector mount with security hardware</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Power Conditioner</td>
<td>Furman AC-215 Power Conditioner for Projector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Furman PL-ProDMC Power Conditioner for Instructor Station</td>
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<td>1 PHD-VRX</td>
<td>Tuner</td>
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<tr>
<td>1 Light</td>
<td>Littlelite L-12-LED Podium Light for ceiling document camera</td>
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<td>1 Middle</td>
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<td>items needed to provide turn key operation</td>
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<tr>
<td>1 Warranty</td>
<td>3 Year Warranty - Parts and Labor</td>
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</table>

Note: Your bid must contain all pricing to provide a turnkey solution based on the bid documents and site visit. Do not include the optional items listed below in your total price.

Optional Warranty Extention - 2 more years (for a total of 5 years coverage)

Owner Furnished Equipment - DO NOT BID

<table>
<thead>
<tr>
<th>Equipment</th>
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<tbody>
<tr>
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<td>TOA A912MK2 Distributed audio amplifier</td>
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<td>TOA M9000CV Preamp</td>
<td>TOA IP300D Program audio amplifier</td>
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<tr>
<td>SHURE ULPX4 microphone system</td>
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### TASK ORDER #1 PRICE PROPOSAL FORM – Page 4 of 14

- **Biological Sciences, Room #120**

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<th>Part #</th>
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<th>Total Price</th>
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<td>Extron TLP710TV Touch Panel Controller</td>
<td>60-1208-02</td>
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<td>1</td>
<td>Extron IPCP505 Control interface</td>
<td>Extron IPCP505 Control interface</td>
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<td>Cisco Network 8 Port Switch w/PoE</td>
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**Installation Labor:** $_______ per hour x ____ hours = $_______

**Total:** $_______

**Note:** Your bid must contain all pricing to provide a turnkey solution based on the bid documents and site visit. Do not include optional items below in your total price.

<table>
<thead>
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<td>$_______</td>
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**Sub-Total:** $_______

**Total:** $_______
## TASK ORDER #1 PRICE PROPOSAL FORM - Page 6 of 14

Information Technology/Engineering (ITE) Building, Room #102

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<tr>
<th>Qty.</th>
<th>Equipment</th>
<th>Make/Model</th>
<th>Part #</th>
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<th>Total Price</th>
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<tr>
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<td>Control System</td>
<td>Extron TLP710TV Touch Panel Controller</td>
<td>60-1208-02</td>
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<td>1</td>
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<td>Cisco Network 8 Port Switch w/PoE</td>
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<td>SRW208P-K9-NA</td>
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<tr>
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<td>Extron IN1606 Scaler/Switcher</td>
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<tr>
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<td>Gefen DVI Audio Extender</td>
<td>(for audio run to amplifier)</td>
<td>EXT-DVI-AUDIO-CAT5</td>
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<td>Power Conditioner</td>
<td>Furman AC-215 Power Conditioner for existing Projector</td>
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<tr>
<td>1</td>
<td>Furman PL-ProDMC Power Conditioner for Instructor Station</td>
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<tr>
<td>1</td>
<td>Cable management</td>
<td>Extron Cable Cubby 300S Black with US AC Module</td>
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<td>Source</td>
<td>Sony BDP-S590 Blu Ray player</td>
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<td>PHD-VRX Tuner</td>
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<tr>
<td>1</td>
<td>Light</td>
<td>Littlelite L-12-LED Podium Light for instructor notes</td>
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<tr>
<td>1</td>
<td>Middle Atlantic - Assorted Rack mount accessories</td>
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<td>Assorted hardware and input plates</td>
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<td>3 Year Warranty - Parts and Labor</td>
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</tbody>
</table>

**SUB-TOTAL $**

**INSTALLATION**

| Labor: $________ per hour x __________ hours = |
| **Labor $** |

**TOTAL $**

**Note:** Your bid must contain all pricing to provide a turnkey solution based on the bid documents and site visit. Do Not include Optional items below in your total price.

<table>
<thead>
<tr>
<th>Optional</th>
<th>Description</th>
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<tbody>
<tr>
<td>Optional</td>
<td>Optional Warranty Extention - 2 more years (for a total of 5 years coverage)</td>
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<tr>
<td>Optional</td>
<td>Optional: Supply and Install Extron SSP 7.1 Surround Sound</td>
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**Optional Warranty Extention**

| $ | $ |

**Optional:**

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<td>DELL OPTIPLEX 990 (DVI output)</td>
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<td>owner furnished</td>
<td>RANE DEQ60 Equalizer</td>
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<tr>
<td>owner furnished</td>
<td>TOA A912MK2 Distributed audio amplifier</td>
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<tr>
<td>owner furnished</td>
<td>Crown XLS 402 Program audio amplifier</td>
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<td>owner furnished</td>
<td>Crown CTS8200 Program audio amplifier</td>
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<td>owner furnished</td>
<td>SHURE ULPX4 microphone system</td>
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<td>owner furnished</td>
<td>SHURE DP11EQ for microphone system</td>
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<td>owner furnished</td>
<td>SHARP XG P560W projector</td>
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**Owner Furnished**

| $ | $ |

**OFE - do not bid**

**ITE, ROOM #102**
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<td>User input cables</td>
<td>Extron HDMI Ultra/6 Ultra Flexible High Speed HDMI Cable</td>
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<td>1</td>
<td>Bogen MSM shock-isolated Mic Mount with Female XLR connection (or equivalent)</td>
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<td>Littlelite L-12-LED Podium Light for instructor notes</td>
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<td>Podium Replace KSI podium top with flat top</td>
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**INSTALLATION**

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**TOTAL $**

**Note:** Your bid must contain all pricing to provide a turnkey solution based on the bid documents and site visit. Do not include the Optional Items below in your Total price.

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**Owner Furnished Equipment**

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<th>Equipment</th>
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<tr>
<td></td>
<td>KSI Congressional L-200-40/32 Podium</td>
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<td></td>
<td>DELL OPTIPLEX 990 (DVI output)</td>
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<td></td>
<td>RANE DEQ60 Equalizer</td>
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<td>Crown XLS 402 Program audio amplifier</td>
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<td></td>
<td>SHURE ULPX4 microphone system</td>
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<td></td>
<td>SHURE DP11EQ for microphone system</td>
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<td>DaLite Tensioned Professional Electrol Screen</td>
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**ITE, ROOM #104**

TASK ORDER #1 PRICE PROPOSAL FORM – Page 9 of 14
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<td>Furman PL-ProDMC Power Conditioner for Instructor Station</td>
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<td>Cable management</td>
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<td>Bogen MSM shock-isolated Mic Mount with Female XLR connection (or equivalent)</td>
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<td>1 Light</td>
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<td>Middle Atlantic - Assorted Rack mount accessories</td>
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<td>Assorted hardware and input plates</td>
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<td>Miscellaneous items needed to provide turn key operation</td>
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<td>1 Podium</td>
<td>replace KSI podium top with flat top</td>
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<td>TOTAL</td>
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**Note:** Your bid must contain all pricing to provide a turnkey solution based on the bid documents and site visit. Do not include Optional Items below in your total price.

<table>
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<tr>
<th>Optional</th>
<th>Description</th>
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<tbody>
<tr>
<td>Optional</td>
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**Owner furnished equipment**

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<td>(verify - KSI Congressional L-200-40/32 Podium)</td>
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<tr>
<td>owner furnished</td>
<td>DELL OPTIPLEX 990 (DVI output)</td>
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<td>owner furnished</td>
<td>Gentner PSR1212 audio preamp</td>
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<td>owner furnished</td>
<td>Crown CTS4200 audio amplifier</td>
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<td>owner furnished</td>
<td>SHURE ULPX4 microphone system</td>
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<td>owner furnished</td>
<td>SHURE DP11EQ for microphone system</td>
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<tr>
<td>owner furnished</td>
<td>SHARP XG P560W projector</td>
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### TASK ORDER #1 PRICE PROPOSAL FORM – Page 12 of 14

**Sondheim Hall, Room #101**

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<th>Make/Model</th>
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<th>Total Price</th>
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<tbody>
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<td>Epson PowerLite 435W with lamp (Brighter Futures Pricing)</td>
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<td>1</td>
<td>Chief universal projector mount</td>
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<tr>
<td>1</td>
<td>Power Conditioner</td>
<td>Furman AC-215 Power Conditioner for Projector</td>
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**NO INSTALLATION - SUPPLY ONLY**

*Note: Your bid must contain all pricing to provide a turnkey solution based on the bid documents and site visit.*

END OF TASK ORDER #1 PRICE FORM
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<td>Extron IPCP505 Control interface</td>
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<td></td>
<td>Cisco Network 8 Port Switch w/PoE</td>
<td>SRW208P-K9-NA</td>
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<td>Extron IN1606 Scaler/Switcher</td>
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<td>Extron SW4 HDMI Switcher</td>
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<td>Twisted Pair</td>
<td>Extron DTP230Tx Twisted Pair transmitter</td>
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<td>Extron DTP230Rx Twisted Pair receiver</td>
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<td>Gefen DVI Audio Extender (for audio run to amplifier)</td>
<td>EXT-DVI-AUDIO-CAT5</td>
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<td>NOTE: Use Extron Shielded Category cable for all extenders</td>
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<tr>
<td>Projector</td>
<td>Epson PowerLite Pro G5750WU (normal lens) Data projector (Brighter Futures Pricing)</td>
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<td>Projector lamp</td>
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<td>Projector</td>
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<td>PHD-VRX Tuner</td>
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<tr>
<td>Light</td>
<td>Littlelite L-12-LED Podium Light for ceiling document camera</td>
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<td>Miscellaneous items needed to provide turn key operation</td>
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<tr>
<td>Screen</td>
<td>Replace existing motorized screen (roller/motor and projection surface)</td>
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2. Labor

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<td>Technician</td>
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</table>

END OF ON-CALL MEDIA SYSTEMS CONTRACT PRICE PROPOSAL FORM
We also understand that the Bid/Proposal Affidavit, and proof of the Proposer's Contractor's license under Article 56, Section 180, Annotated Code of Maryland provided with our Technical Proposal remain in force under this Price Proposal phase.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price and that the signatory is authorized to financially obligate the Proposer. Sign where applicable below.

SIGNED: ______________________________ PRINTED NAME: _______________________

TITLE: _____________________________________________________________________DATE: __________________

END OF PRICE PROPOSAL FORM
APPENDIX C

CONTRACT FORMS

These forms are included as samples of the documents that will be required of the awarded firm. They are not to be completed and returned in the Technical or Price Proposals.

- Maintenance Contract
- Contract Affidavit
- Performance Bond
SAMPLE OF CONTRACT

CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND ______________________________

By this Contract, made as of the day of __________, 2013, 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 ________. The initial term is for two (2) years with six (6) one-year renewal options at the University’s sole discretion.

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
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:** INTENTIONALLY OMITTED.

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. **TERMINATION OF MULTI-YEAR CONTRACTS DUE TO LACK OF 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. **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.

23. **VARIATIONS IN ESTIMATED QUANTITIES:** INTENTIONALLY OMITTED.

24. **LIQUIDATED DAMAGES:** INTENTIONALLY OMITTED.

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

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

   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.

32. **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.

34. **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.

35. **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.

36. **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.

37. **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.
38. **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.

39. **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.

40. **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.

41. **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.

42. **FORCE MAJEURE:** If either party’s performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party’s control, then each party’s obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.

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:** INTENTIONALLY OMITTED.

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

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

47. **ENTIRE AGREEMENT:**
   A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.

C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.

E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

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

Contractor: ________________________________

Witness: ________________________________

BY: ________________________________

Signature

Typed/Printed Name

Title

Date

Telephone Number

University of Maryland Baltimore County

Witness: ________________________________

BY: ________________________________

Signature

Typed/Printed Name

Title

Date

Telephone Number
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (__domestic) (___foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that 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 current resident agent is filed with the State Department of Assessments and Taxation is:

   Name: _____________________________

   Address: _____________________________

   City, State, Zip: _____________________________

(2) Except as validly contested, the business had 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.

(3)

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _________20_____, and executed by me or 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 & Affiant)

12.00061 (04/02)

END OF FORM
**PERFORMANCE BOND**

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<th>Principal</th>
<th>Business Address of Principal</th>
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<th>Surety</th>
<th>Obligee</th>
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<td>a corporation of the State of ____________________________</td>
<td>STATE OF MARYLAND</td>
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<tr>
<td>and authorized to do business in the State of Maryland</td>
<td>By and through the following</td>
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<th>Penal Sum of Bond (express in words and figures)</th>
<th>Date of Contract</th>
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<table>
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<tr>
<th>Description of Contract</th>
<th>Date Bond Executed</th>
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| Contract Number: | |
|------------------| |

**KNOW ALL MEN BY THESE PRESENTS,** That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above in Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

**WHEREAS,** Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

**WHEREAS,** it is one of the conditions precedent to the final award of the Contract that these presents be executed.

**NOW, THEREFORE,** during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum state above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

**IN WITNESS WHEREOF,** Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has
set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation’s name to be set forth below, a duly authorized representative of the corporation to affix below the corporation’s seal and to attach hereeto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of Witness

Individual Principal

_________________________________________________________ as to ___________________________________________________________
(SEAL)

Co-Partnership Principal

_________________________________________________________
(SEAL)

(Name of Co-Partnership)

_________________________________________________________ as to ________________________________
(SEAL)

_________________________________________________________ as to ________________________________
(SEAL)

_________________________________________________________ as to ________________________________
(SEAL)

Corporate Principal

Attest: ____________________________________________________

(Name of Corporation)

AFFIX

_________________________________________________________

By: ________________________________

CORPORATE

President

Corporate Secretary

SEAL
AFFIX
Attest: CORPORATE

SEAL

Signature

Bonding Agent’s Name

Agent’s Address

(Business Address of Surety)

(Applicant shall fill in all blank spaces above this line) Approved as to legal form and sufficiency

_____________ day of_______________ 20__________

__________________________

Attorney

END OF APPENDIX C
APPENDIX D

STANDARD UMBC MEDIA CLASSROOM EQUIPMENT LIST
## Appendix D: On-Call Media Systems

### STANDARD UMBC MEDIA SYSTEM EQUIPMENT LIST

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Make/Model</th>
<th>Part #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Control System</td>
<td>Extron TLP710TV Touch Panel Controller</td>
<td>60-1208-02</td>
</tr>
<tr>
<td></td>
<td>Extron IPCP505 Control interface</td>
<td>60-1071-02</td>
</tr>
<tr>
<td></td>
<td>Cisco Network 8 Port Switch w/PoE</td>
<td>SRW208P-K9-NA</td>
</tr>
<tr>
<td>Signal Processing</td>
<td>Extron IN1606 Scaler/Switcher</td>
<td>60-1081-01</td>
</tr>
<tr>
<td></td>
<td>Extron SW4 HDMI Switcher</td>
<td>60-841-02</td>
</tr>
<tr>
<td>Twisted Pair</td>
<td>Extron DTP230Tx Twisted Pair transmitter</td>
<td>60-127-12</td>
</tr>
<tr>
<td></td>
<td>Extron DTP230Rx Twisted Pair receiver</td>
<td>60-127-13</td>
</tr>
<tr>
<td></td>
<td>Gefen DVI Audio Extender (for audio run to amplifier)</td>
<td>EXT-DVI-AUDIO-CAT5</td>
</tr>
<tr>
<td>NOTE: Use Extron Shielded Category cable for all extenders</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Projector         | Epson PowerLite Pro G5750WU (normal lens) Data projector (Brighter Futures Pricing) |  |
| Projector lamp    | Data projector lamp                             | V13H010L63              |
| Projector         | Epson PowerLite 435W with lamp (Brighter Futures Pricing) | V11H44902002 |
| Projector         | Epson PowerLite Pro 28350WNL Data Projector (Brighter Futures Pricing) | V11H460902 |
| Projector lamp    | Data projector lamps for above (pair)           | V13H010L73              |
| Data projector lens |                                               | V12H004S04              |
| Audio             | Extron XPA1002 amplifier                        |                         |
|                   | Extron SI28 speaker pair                        |                         |
| Rack and accessories | Middle Atlantic Slim 5 series rack              | 5-21                    |
|                   | Middle Atlantic Slim 5 series Rear Access Panel | RAP21                   |
|                   | Middle Atlantic quiet fan kit for above         | QFAN                    |
|                   | Middle Atlantic Removable Steel Side Panels    | SP-5-21                 |

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<table>
<thead>
<tr>
<th>Item Description</th>
<th>Model/Part Number</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middle Atlantic Custom Top</td>
<td></td>
<td>T-5-274381</td>
</tr>
<tr>
<td>Middle Atlantic 2 space locking drawer</td>
<td>D2LK</td>
<td>26-663-6</td>
</tr>
<tr>
<td>Middle Atlantic - Assorted Rack mount accessories</td>
<td></td>
<td>26-566-02</td>
</tr>
<tr>
<td>Furman PL-ProDMC Power Conditioner for Instructor Station</td>
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<td></td>
</tr>
<tr>
<td>Altinex CCH100 Cable Catcher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extron Cable Cubby 300S Black w/USAC module</td>
<td></td>
<td>60-526-01</td>
</tr>
<tr>
<td>Extron HDMI Ultra/6 Ultra Flexible High Speed HDMI Cable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extron MVGA-A M-M/6 15-pin HD Micro HR with Audio Cable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sony BDP-S590 Blu Ray player</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHD-VRX Tuner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Littlelite L-12-LED Podium Light for ceiling document camera</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Middle Atlantic - Assorted Rack mount accessories</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assorted hardware and input plates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wiring</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous items needed to provide turn key operation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Screen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replace existing motorized screen (roller/motor and projection surface)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td></td>
<td>3 Year Warranty - Parts and Labor</td>
</tr>
</tbody>
</table>

Appendix D: On-Call Media Systems Equipment List

Page 2 of 2
APPENDIX E

SMALL BUSINESS RESERVE PROGRAM
NOTICE TO PROPOSERS
SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve procurement for which award is limited to certified small business vendors. Only businesses that meet the requirements set forth in the State Finance and Procurement Article, SS14-501 – 14-505, Annotated Code of Maryland, and who are registered with the Department of General services Small Business Reserve program are eligible for award.

For the purposes of a Small Business Reserve procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- The business is independently owned and operated;
- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of $4,000,000 in its more recently completed 3 fiscal years;*
- The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of $3,000,000 in its most recently completed 3 fiscal years;*
- The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;*
- The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $10,000,000 in its more recently completed 3 fiscal years;*
- The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of $7,000,000 in its most recently completed 3 fiscal years;*
- The architectural and engineering operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $4,500,000 in its most recently completed 3 fiscal years.*

* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

Further information on the certification process is available at: www.dgs.state.md.us and click on the Small Business Reserve hyperlink.

END OF APPENDIX E

END OF RFP DOCUMENT