RETURN RFP TO:
THE UNIVERSITY OF MARYLAND BALTIMORE COUNTY
DEPARTMENT OF PROCUREMENT
1000 HILTOP CIRCLE
BALTIMORE, MD 21250

REQUEST FOR PROPOSALS No.
RFP20568C

THIS IS NOT AN ORDER

If address shown here is not address to which an order should be directed indicate such address.

In event of this RFP being accepted, a purchase order/contract will be issued. This solicitation is subject to all terms and conditions contained herein.

Vendor RFP No. ____________________________
(if any)

DATE
8/28/08

THIS RFP MUST BE RECEIVED NO LATER THAN 11:00 A.M. ON
TUESDAY, 9 / 9 2008

PLEASE SUBMIT YOUR PROPOSAL ON THE FOLLOWING DESCRIBED ARTICLES OR SERVICES.

TECHNICAL

UMBC is seeking proposals for the printing of the Erickson School of Aging Executive Education Postcard as per the attached specifications, terms and conditions.

Bidders are to read and follow the attached instructions carefully to ensure that your Proposal is considered responsive.

Note: Technical responses are not to include any financial information. All financial information must be submitted with the financial response in a separately sealed package.

IC/af

NOTE:
1. Unless otherwise noted herein FAX responses will NOT be accepted.
2. If this bid involves the sale of personal property to the University, by submitting a response the bidder certifies that is possesses a valid sales and use tax license.
3. The sole point of contact for questions concerning this solicitation is the following:

Ina Caplan
Phone: (410) 455–3915

This space to be filled in by offeror

Shipment will be made in ___________ days from receipt of order

F.O.B. _______________________________________

Material is F.O.B. Receiving Platform, University of Maryland, 1000 Hilltop Circle Baltimore, MD 21250, unless otherwise stated.

TERMS: _______ NET 30 UNLESS OTHERWISE STATED.

All Proposals submitted must be reviewed and signed by an authorized officer or agent of the firm submitting the proposal and are to be returned on these forms.

ORDER No. _________________________________

DO NOT WRITE IN THIS SPACE

ORDER No. _________________________________

DATE

SUCCESSFUL

8008.024
FINANCIAL

UMBC is seeking proposals for the printing of Erickson School of Aging Executive Education Postcard as per the attached specifications, terms and conditions.

Bidders are to read and follow the attached instructions carefully to ensure that your Proposal is considered responsive.

This financial response cover sheet must be sign and returned as part of your Financial Response.

NOTE:
1. Unless otherwise noted herein FAX responses will NOT be accepted.
2. If this bid involves the sale of personal property to the University, by submitting a response the bidder certifies that it possesses a valid sales and use tax license.
3. The sole point of contact for questions concerning this solicitation is the following:

   Ina Caplan
   Phone: (410) 455-3915

   THIS SPACE TO BE FILLED IN BY OFFEROR

   Shipment will be made in ____________ days from receipt of order

   F.O.B.

   Material is F.O.B. Receiving Platform, University of Maryland, 1000 Hilltop Circle
   Baltimore, MD 21250, unless otherwise stated.

   TERMS: ____________ NET 30 UNLESS OTHERWISE STATED.

   All Proposals submitted must be reviewed and signed by an authorized officer or agent of the firm submitting the proposal and are to be returned on these forms.

   DO NOT WRITE IN THIS SPACE

   ORDER No.  DATE  SUCCESSFUL
RFP NO. 20568C

UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
REQUEST FOR PROPOSALS
FOR
PRINTING OF ERICKSON SCHOOL OF AGING EXECUTIVE EDUCATION POSTCARD

Issued: THURSDAY, AUGUST 28, 2008
Pre-Proposal Conference: NOT APPLICABLE
Deadline for Questions: THURSDAY, SEPTEMBER 4, 2008 by 4:00 P.M.
Due Date for Proposals: TUESDAY, SEPTEMBER 9, 2008 by 2:00 P.M.

Important Note: Prospective Proposers who receive a copy of this solicitation from a source other than the Issuing Office must immediately contact the Issuing Office prior to the closing date and provide their name and mailing address in order that amendments to the RFP or other communications can be sent to them. The University bears no responsibility for incomplete or inaccurate proposals submitted by any prospective Proposer who fails to so notify the Issuing Office.
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RFP NO. 20568C
Printing of Erickson School of Aging Executive Education Postcards

SECTION 1

1 Summary Information

1.1 Objective

The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, an agency of the State of Maryland (herein referred to as the "University") intends to contract for the printing/mail house services of UMBC’s Erickson School of Aging Executive Education Postcards.

1.2 Description of Campus

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

UMBC’s 9,464 undergraduates and 2,577 graduate students come from 45 states and 90 foreign countries. Its faculty are deeply committed to providing a distinctive and rich undergraduate experience including opportunities for faculty guided research. At the doctoral level, last year UMBC awarded 75 Ph.D.s in 17 disciplines. A campus community recognized for its cultural diversity, UMBC is home to the nationally known Meyerhoff Scholarship Program.

The 500-acre campus near Baltimore-Washington International Airport has a budget of approximately $331 million and has a full-time instructional faculty of about 636 members. UMBC is a member of the University System of Maryland and is accredited by the Middle States Association of Colleges and Secondary Schools.

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

1.3 Issuing Office

Mrs. Ina Caplan, Assistant Manager
The University of Maryland, Baltimore County
Department of Procurement
Room 301A Administration Building
1000 Hilltop Circle
Baltimore, Maryland 21250
Phone: (410) 455-3915
Fax: (410) 455-1009
E-mail: caplan@umbc.edu
The sole point of contact in the University for purposes of this RFP is Mrs. Ina Caplan. Any questions with regard to any aspect of this proposal must be directed to Mrs. Caplan in writing by **Thursday, September 4, 2008 by 4:00 P.M.** From the release of this RFP until a proposal is selected and the Contract is executed, Proposers may not communicate with any other University staff concerning this solicitation except as set forth below in Section 1.13 – Questions and Inquiries. If a Proposer engages in any unauthorized communication, it may be grounds for rejection of the proposal.

1.4 Closing Dates and Required Delivery

In order to be considered, the **original plus four (4) copies [for a total of five (5) sets]** of the Technical Proposal and, separately, the **original plus two (2) copies [for a total of three (3) sets]** of the Financial Proposal must arrive at the Issuing Office by **no later than 2:00 P.M. on Thursday, September 9, 2008**, Volume 1 - Technical and Volume 2 – Financial must be delivered in separate sealed packages so that the Technical volumes can be opened without opening the Financial volumes. The original of each volume must be clearly identified. Proposers mailing proposals must allow sufficient mail delivery time to insure timely receipt by the Department of Procurement. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. **Late Proposals will not be opened or considered.** Proposals will be opened in accordance with the provisions of the University System of Maryland Procurement Policies & Procedures. There will be no public proposal opening of either the technical or financial proposals. The register of proposals shall be opened to public inspection **after** award of contract. **All proposals and accompanying materials become the property of the University and will not be returned.** In those instances where a Proposer is deemed to be “not reasonably susceptible of award” during the Technical Evaluation, only the Financial Proposals shall be returned unopened.

1.5 Proposer Contacts

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

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

1.6 Delivery of Proposals

Proposals must be delivered to:

The University of Maryland, Baltimore County
Department of Procurement
Room 301 Administration Building
1000 Hilltop Circle
Baltimore, Maryland 21250
1.7 Pre-Proposal Conference

A Pre-Proposal Conference will not be held in conjunction with this RFP.

1.8 Questions and Inquiries

All contact between Proposers and the University will be formally held at scheduled meetings or in writing through the Issuing Office. Written questions and inquiries must be directed to the individual referenced with the Issuing Office above (1.3). All questions and inquiries must be received not later than Thursday, September 4, 2008 by 4:00 P.M. Questions only may be sent via FAX to the attention of the Procurement Officer designated in section 1.3 at (410) 455-1009, or via e-mail to: caplan@umbc.edu. No questions or inquiries will be accepted after the deadline for Questions and Inquiries. Inquiries will receive a written reply and copies of replies will also be sent to all other known Proposers, but without identification of the inquirer. Failure to request clarifications prior to the date and time for submission of proposals will be a waiver of any claim by the Proposer for expenses made necessary by reason of later interpretation of the contract documents, and will bind the Proposer to the University’s interpretation.

1.9 Interpretation of RFP

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

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

1.10 Term of Contract

The contract shall be for a period of one (1) year beginning with the execution of the contract. The University shall have the option to extend the contract for two (2) additional one-year terms, said option(s) to be exercised at the sole discretion of the University. In the event the University elects to exercise any one or more of the said one-year options, the Contractor shall be notified in writing at least sixty (60) days prior to the commencement of the additional one-year term involved.
For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will not be permitted), it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics or 3% whichever is less. For purposes of calculating the potential increase, the consumer price index for twelve-month period ending at the previous calendar year. For example, if the contract term ends June 30, 2009, the price index for twelve-month period ending December 2008 will be used. Statistics will be referenced as a cap for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

1.11 Intentionally Deleted

1.12 Award

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

1.13 Formation of Agreement/Control with Successful Proposer

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

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

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

1.14 Order of Precedence

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

The award will be announced on UMBC Procurement’s electronic bid board.

1.16 Public Information Act

Offerors 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 Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the 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.

1.17 Piggyback Clause

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

1.18 Debriefing of Unsuccessful Proposers

Unsuccessful proposers may request a debriefing. 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 offeror’s proposal. Debriefings shall be conducted at the earliest feasible time.

The debriefing may include information on areas in which the unsuccessful proposer’s proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer’s rationale for the selection may be given.

1.19 Maryland Public Ethics Law, Title 15

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into 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/offeror has any questions concerning application of the State Ethics law to the bidder/offeror’s participation in this procurement, it is incumbent upon the bidder/offeror to see advice from the State Ethics
Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror 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.

1.20 Assistance in Drafting Specifications

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

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END OF SECTION 1
2 Scope of Services

UMBC is seeking proposals to establish a contract for the printing/mail house services of five (5), possibly six (6) Erickson School of Aging Executive Education Postcards. The schedule of Erickson School postcard mailings is as follows:

1. **Financing the Nonprofit Enterprise**
   Course date: December 9-12, 2008
   Postcard must be in hand no later than October 15, 2008.
   The Erickson School may require that this post card be in hand by September 1, 2008.

2. **The Business and Strategy of Seniors Housing and Care**
   Course date: February, 2009
   Postcard must be in hand no later December 15, 2008.
   The Erickson School may require that this post card be in hand by November 1, 2008.

3. **Finance, Underwriting and Investment Analysis**
   Course date: March, 2009
   Postcard must be in hand no later than January 15, 2009.
   The Erickson School may require that this post card be in hand by December 1, 2008.

4. **Sales and Marketing of Seniors Housing and Care**
   Course date: April, 2009
   Postcard must be in hand no later than February 15, 2009.
   The Erickson School may require that this post card be in hand by January 2, 2009.

5. **The Bottom Line Impact of Strategic Human Capital**
   Course date: May, 2009
   Postcard must be in hand no later March 15, 2009.
   The Erickson School may require that this post card be in hand by February 1, 2009.

6. **To Be Determined**
   Date post card must be in hand: To Be Determined

2.1 Minimum Mandatory Requirements
2.1.1 Printing Specifications

Quantity: 15,000/20,000/22,400/25,000
Printing quantities will be approximately 22,400, but may vary with each printing depending on how the Erickson School database increases or decreases and which list UMBC purchases for each mailing.

- Paper Stock: Please provide pricing for two different types of paper weight: Carolina 12Pt white stock C1S or similar; and Carolina 15Pt white stock or similar.

- Size: 2-sided, 11"x6"

- Gloss: Flood satin coating on front (address side) of postcard (Please include separate line item for gloss.)

- Color: A: 4/4; Cyan, Magenta, Proc Yellow, Proc Black
  B: 4/4: Cyan, Magenta, Proc Yellow, Proc Black, Bleed

- Pre-Press: UMBC to provide printer with Quark file on disk

- Mail house services required.: 1-3 lists, merge and perge, CASS, sort, Inkjet, deliver to USPS Postcards are mailed at non profit organization rate. Postage not included.

2.1.2 The bidder must be of demonstrable “premium” or “showcase” standards, involving the highest quality materials, reproducibles, production methods and workmanship. Finishing is held to the highest standards of accuracy, durability and appearance.

2.1.3 The bidder must submit at least three (3) most similar samples which were: 1) produced by the bidder; 2) printed on materials most similar to those on the job specified herein or as requested; 3) prepared using the methods and equipment which would be used in the production of the specified job. Samples shall include the date they were printed (no later than one year old) and be from the most recently completed projects, which are most similar to the job specified herein.

2.1.4 The bidder must supply an up-to-date equipment list for pre-press, pressroom and finishing areas. Any special capabilities should be noted. Lists of printing industry awards, other recognition or evidence of the printer’s capabilities and qualities standards will be considered.

2.1.5 The bidder must assign a representative to the University projects and provide the representative’s resume/credentials. UMBC reserves the right to reject a representative whom it feels is not qualified to properly support this project. Contractor is prohibited from replacing the account representative without prior approval from UMBC.

2.1.6 Printing plant must be within a thirty (30) mile radius of UMBC (based on Mapquest search) to enable Timely press check and delivery, as well as to facilitate an aggressive production schedule.

2.1.7 The bidder must be FSC (Forest Stewardship Council) certified to keep in line with the University’s campus wide initiatives to be more eco-friendly/green. The appropriate documentation (showing this certification) must be provided.
2.1.8 The bidder must identify as an attachment all subcontractors to be used in conjunction with the University.

2.1.9 References

List of three (3) current contact persons and telephone numbers from clients for whom the bidder has produced work most similar to that specified herein within the past year. The University reserves the right to use itself as a reference, where applicable, and/or contact additional references which are known to the University but may not have been provided by the Proposer. By submitting a response to this solicitation, the Proposer consents to such reference contact and hereby releases the University from any liability on the basis of its attempts to obtain information from all such references and all persons and entities providing information from any liability and damages incurred as a result of furnishing this information.

2.1.10 The bidder is not allowed to subcontract the printing without first notifying the University and provide reasons for subcontracting printing. If subcontracting is approved then the bidder must supply the University with Sections 2.1.2 through 2.1.9 from above for the subcontracted printer.

2.1.12 Sheet fed printing is preferred. Bidder must be state in technical response if web printing is used.

2.1.13 Completed project shall be delivered no later than 10-12 business days from the date of the final (with no changes made by the University) proof/blueline.

2.1.14 Color printer’s proof should be sent to the University within 3 (three) business days from the day the files have been released to the bidder. The University will not be charged for the first set of printer’s proofs.

2.1.15 The University will not be charged for a press inspection if one is needed.

2.1.16 Over-runs or Under-runs will not be charged to the University.

2.1.17 All editorial material, including original copy, photographs, negatives, Photostats, proofs, corrected proofs, etc. are the property of the University and must be returned to the University following completion of the order.

2.1.18 Special notice is given that all digital files prepared by the bidder or supplied for this order are the property of the University and must be returned to the University following completion of the job(s).

2.1.19 Any alterations of the provisions of the contract between the University and the printer must be covered by an official University change order. Any cost increases- from author's alterations or otherwise- must be documented by the printer and approved by the University before work can proceed or materials purchased.

2.1.19 Financial Report – NOT APPICABLE

2.1.20 Minority Business Enterprise Participation

State-certified Minority Business Enterprises ("MBE") are encouraged to respond to this solicitation.
2.1.21 Resident Business Preference

The State of Maryland does not have a resident business preference. However Maryland does have a reciprocal preference. That is, a percentage preference will be given to the lowest responsive and responsible proposal from a Maryland firm over that of a non-resident firm if the state in which the non-resident firm is located gives a resident business preference to its businesses. The percentage of preference shall be the same as that awarded by the state in which the non-resident firm is located. All non-resident Proposers are required to submit a copy of the current statute, resolution, policy, procedure or executive order of the Proposer’s resident state that pertains to that state’s treatment of non-resident Proposers with its Technical Proposal. If a non-resident state does not have a policy pertaining to treatment of non-resident Proposers, the Proposer must state so in the Transmittal Letter.

2.1.22 Intentionally Deleted

2.2 Financial Requirements

2.2.1 Mandatory

Bidders are required complete, sign and return UMBC’s RFP pricing sheet (Attachment 2) as part of your Financial Response.

2.2.2 Unable to Submit a Proposal

Proposers that are unable or unwilling to submit a proposal on the requirements stated herein are requested to submit Attachment 3 indicating why they decided not to respond.

END OF SECTION 2
3 Submission Requirements

Proposer must submit a proposal response(s) for printing of UMBC Visitor’s Guide necessary to meet the stated requirements in each section of this RFP. The Proposer must submit the required number of each volume bound and sealed under separate cover: a transmittal letter, Volume 1 – Technical Proposal and Volume 2 – The Financial Proposal. These volumes must be submitted in two separate packages or cartons properly labeled so that the Technical volumes can be opened without opening the package containing the Financial volume. Commingling of technical and financial information or failure to submit the volumes separately sealed will result in the response being deemed NON-RESPONSIVE. The University of Maryland reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.

3.2 Two Volume Submission – Organization of Proposals

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the price proposals are opened and evaluated. Consequently, each proposal must be submitted as two separately prepared volumes as indicated below.

3.3 Volume I – Technical Proposals

The “Technical Proposal” will contain information that will allow the University to evaluate and rate the Proposer’s ability to meet the requirements of the solicitation; that is, qualifications, experience, knowledge, and any other factors set forth below that may be deemed appropriate by the University. The items set forth below are “Mandatory” and must be responded to and met by each Proposer in order to be considered.

The information in this section is intended to facilitate the evaluation of each proposal. This volume must be prepared in a clear and precise manner as indicated in this section. Pages MUST be numbered. It must address all appropriate points of this RFP except financial information. This volume must be bound, tabbed and include the following information/items:

Tab 1: Transmittal Letter prepared on the Proposer’s business stationery must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal; therefore, it must be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal. Corporations must indicate place and date of incorporation. This letter must also include a statement verifying compliance with mandatory requirements set forth in the solicitation Section 2.1.

Tab 2: Table of Contents

Tab 3: Acknowledgment of Receipt of Addendum/Addenda

Tab 4: Bid/Proposal Affidavit (Attachment 1)

Tab 5: Bidders’s Checklist
Tab 6: Confirmation of in-house printing (Section 2.1.2)

Tab 7: Five (5) most similar samples (Section 2.1.4)

Tab 8: Up-To-Date Equipment List (Section 2.1.5)

Tab 9: Assigned University Representative resume and credentials (Section 2.1.6)

Tab 10: Documentation from Mapquest showing bidder’s distance from UMBC (Section 2.1.7)

Tab 11: Documentation of Forest Stewardship Council certification. (Section 2.1.8)

Tab 12: Subcontractor(s) proposed for this solicitation. (Section 2.1.9)

Tab 13: References (Section 2.1.10)

Tab 14: Confirmation of sheet fed or web printing. (Section 2.1.12)

Tab 15: Confirmation of delivery schedule for printer’s proof and completed projects (Section 2, 2.1.13 and 2.1.14))

Tab 16: Supplemental Proposer Information

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the Proposer’s lack of cost consciousness. Unless specifically requested in this solicitation, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired. **Do not include price information in the Technical Proposals.**

3.4 Volume II – Financial Proposals

This volume must be submitted in a sealed envelope separate and apart from the technical volume and must provide the information requested in Section 2.3 above by completing the Price Proposal Form in Appendix B of the RFP documents. The outside of the package or envelope must be clearly marked with the firm name, RFP Number, and the words “Price Proposal”.

END OF SECTION 3
4 Evaluation Process

4.2 Evaluation and Selection Committee

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

4.2.1 Qualifying Proposals

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

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

4.2.2 Alternate Solution: Vendors may not submit an alternate to the solution given in this RFP.

4.3 Evaluation Procedure

4.3.1 In order to be deemed responsive, proposals must be submitted in two separate sealed volumes clearly identified as indicated in Section 1.4 “Closing Date and Required Delivery.”

4.3 Evaluation In Accordance With Specifications

The words “must, shall or will” indicates a mandatory requirement. In order to be considered, the Proposer must be able to provide all mandatory requirements; that is, the Proposer is fully capable of delivering the item(s) or service(s) specified in the RFP. Each Proposer must provide a written detailed response to each specification beginning with the words “Proposer complies....” A mere response of “yes” is insufficient to show that the Proposer can meet a mandatory requirement. Proposer must state how it is met. Proposers will be scored on how well their response to the mandatory requirements meets the needs of the University. Failure to provide a mandatory requirement will be grounds for rejection of Proposal.

The word “should” indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

The words “may” or “it is desirable” if used in this document, indicate something that is not mandatory but permissible/desirable features. Proposal must state clearly whether or not the Proposer is capable of delivering the item(s) as specified in the proposal. The desirable specifications are clearly separated from the mandatory specifications in each section of the RFP.
4.4 Technical Evaluation

4.4.1 The technical evaluation will be conducted to evaluate “how” the proposer met the evaluation criteria set forth in Section 2 and summarized below in descending order of importance, of the solicitation and how well the response meets the needs of the University.

1. In-house printing (Section 2.1.2)
2. Premium or showcase standards (Section 2.1.3)
3. Samples
4. Equipment List
5. Bidder’s proposed UMBC representative resume/credentials
6. Plant location
7. Forest Stewardship Council Certification
8. Subcontractors
9. References
10. Sheet Feed/Web Press
11. Delivery Schedule for printer’s proof and completed project

4.4.2 After the technical evaluation, the University will create a short list of most qualified proposers. Only those proposers who achieve the minimum score of 75% or better will advance to the pricing phase in the procurement process.

4.5 Discussions, Negotiations, Best and Final Offers

4.5.1 The University reserves the right to recommend a Proposer for contract award on the basis of initial proposals without discussions or negotiations; therefore, Proposers must not rely upon an opportunity for discussions, presentations, etc. to clarify proposals or provide information. Discussions or negotiations may be conducted with all responsible Proposers whose proposals are initially classified as reasonably susceptible being selected for award.

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

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

4.6 Financial Evaluation

4.6.1 After the completion of the Technical Evaluation, only those proposers who achieved the minimum technical score of 75% or better will have their Price Proposals opened and evaluated. Firms NOT achieving the 75% minimum score will have their Price Proposals returned to them unopened. There will be NO public opening of the Price Proposals.
4.7 Recommendation of Award

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

4.8 Duration of Proposal

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

END OF SECTION 4
Appendix A – General Information For Proposers

1 Definitions

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

1.2 **COMAR** refers to the *Code of Maryland Regulations*.

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

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

1.5 **MBE** means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation. Refer to section 2.20 below.

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

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

1.8 **RFP** means Request for Proposal(s).

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

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

1.11 **USM** means the University System of Maryland.

2 General

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

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

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

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

2.4 Addenda and Amendment to the RFP

The University reserves the right to amend this RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum, which will be provided to all prospective Proposers who are on record with the Procurement Officer as having received this RFP.

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

An acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all
Proposers receiving the RFP. It is the responsibility of each Proposer to check for announcements, addenda, and
other current information regarding this solicitation. Failure to acknowledge receipt of addenda does not relieve the
Proposer of the responsibility to perform as required by all RFP documents including addenda or changes thereto.
Therefore, Proposer must make sure that all addenda has been received and acknowledged to avoid later conflict.

2.5 Cancellation of The RFP

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

2.6 Rejection of Proposals

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

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

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

2.7 Minor Irregularities or Deficiencies in Proposals

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

2.8 Withdrawal of Proposals

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

2.9 Intentionally Deleted

2.10 Incurred Expenses

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

2.11 Economy of Preparation

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

Multiple proposals from a single Proposer will not be considered.

2.14 Alternate Solution Proposals

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

2.15 Evidence of Responsibility

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

2.16 Other Certifications

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price. The affidavit form, which must be completed by all respondents and returned with their respective responses, is included as a part of Proposal Affidavit – Attachment 1 of the RFP.

2.17 Execution of Proposals

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

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

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

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

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

2.18 Minority Business Enterprise Notice

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

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

2.20 Taxes

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

2.21 Indemnification and Responsibility for Claims and Liability

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

2.21.1 The Contractor shall indemnify, save harmless and defend, the University of Maryland, Baltimore County, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, its employees, agents, or subcontractors, of the work covered by this Contract.

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

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

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

2.22 Insurance: NOT APPLICABLE

2.23 Assignment

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

BID/BC20568-C
Printing/Mail House Services – Erickson School of Aging Executive Education Postcards
UMBC Bid Pricing Sheet

Bidders must complete the following:

**Note:**
Please submit price per thousand.
Bid FOB Delivered ONLY.

**Option One - Carolina 12pt. white stock C1S or approved equal:**

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<td>$_______/m</td>
<td>$_______</td>
</tr>
<tr>
<td>C. Printing of Postcard #5</td>
<td>22,400 ea.</td>
<td>$_______/m</td>
<td>$_______</td>
</tr>
<tr>
<td>D. Printing of Postcard #5</td>
<td>25,000 ea.</td>
<td>$_______/m</td>
<td>$_______</td>
</tr>
<tr>
<td>E. Gloss</td>
<td></td>
<td></td>
<td>$_______</td>
</tr>
<tr>
<td>F. Printing of additional quantities of 1,000 ea.</td>
<td></td>
<td>$_______/m</td>
<td>$_______</td>
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</tbody>
</table>

**Author's Alterations** - $_____________________/hr.

Name: ___________________________(Print)

Signature: _______________________

Firm: ___________________________

Date: ___________________________

Phone: ___________________________

Fax/Email: _______________________
A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or any 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.

8008.005 (Rev. 4/06) (continued to reverse side)
I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
   (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
   (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
   (c) Prohibit its employees from working under the influence of drugs or alcohol;
   (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
   (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
   (i) Establish drug and alcohol abuse awareness programs to inform its employees about:
      (i) The dangers of drug and alcohol abuse in the workplace;
      (ii) The business' policy of maintaining a drug and alcohol free workplace;
      (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
      (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
   (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
   (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
      (i) Abide by the terms of the statement; and
      (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
   (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(b)(ii), above, or otherwise receiving actual notice of a conviction;
   (j) Within 30 days after receiving notice under §J(2)(b)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
      (i) Take appropriate personnel action against an employee, up to and including termination; or
      (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
   (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)-(j), above.
(3) If the business is an individual, the individual shall certify and agree, as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:
   (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
   (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
   (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.06.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name:

Address:

(If not applicable, so state).

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. REPEALED

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: ___________________________ By: ___________________________

(Firm's Federal Employer Identification Number (FEIN): ___________________________

(Authorized Representative and Affiant)
University of Maryland Baltimore County
Notice to Bidders/Proposers

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

Bid/Proposal Number: __________________________ Title: __________________________

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

   ( ) Other commitments preclude our participation at this time.

   ( ) The subject of the contract is not something we normally provide.

   ( ) We are inexperienced in the work/commodities required.

   ( ) The specifications are either unclear, or too restrictive. Please explain in “Remarks” section below.

   ( ) The scope of work is beyond our current capacity.

   ( ) Doing business with Government is simply too complicated.

   ( ) We cannot be competitive. Please explain in “Remarks” section below.

   ( ) Time for completion is insufficient.

   ( ) Bonding/Insurance requirements are prohibitive. Please explain in “Remarks” section below.

   ( ) Bid/Proposal requirements, other than specifications are unreasonable or too risky. Please explain in “Remarks” section below.

   ( ) Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. Please explain in “Remarks” section below.

   ( ) Other: ____________________________________________________________

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

Remarks: ________________________________________________________________

__________________________________________________________

Company Name:____________________________________ Contact Person:________________________

Address:_________________________________________ Signature:____________________________

City/State/Zip:________________________________ Telephone:______________________________

THANK YOU!
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the day of _______________ 2005, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland ("University"), 1000 Hilltop Circle, Baltimore, Maryland 21250, and ________________________ ("Contractor"), for ( ), the parties hereby agree as follows:

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

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

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

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

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

7. **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.

8. **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.

9. **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.

10. **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 8.3 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.

11. **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.

12. **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.

13. **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.

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

15. **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.

16. **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.

17. **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.

18. **SOFTWARE CONTRACTS:** [Delete if not applicable and insert "N/A"] As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act ("UCITA"), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by
the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Vendor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Vendor.

19. **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.

20. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS**: If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State’s rights or the Contractor’s rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

21. **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.

22. **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.

23. **TERMINATION OF MULTIYEAR CONTRACTS**: If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State’s rights or the Contractor’s rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

24. **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.

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

26. **LIQUIDATED DAMAGES:** [To be included where deemed appropriate by the Procurement Officer or insert "N/A"][

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

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

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

B. It is not in arrears with respect to the payment of any 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.

34. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

A. A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the procurement officer; or
B. A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the procurement officer.

C. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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 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.

40. **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.

41. 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.

42. 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) execution of 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.

43. 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.

44 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.

45 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.

46 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.

47 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.

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

[Delete this signature block if not required]

Reviewed and Agreed:

Signature (University Department Representative) Date
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name:________________________________________
Address:_______________________________________

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT to the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated __________, 2005, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date:__________ By:______________________________ (Authorized Representative and Affiant)

Revised January 2005
ATTENTION VENDOR: THIS IS YOUR RFP RETURN LABEL. AFFIX IT TO THE ENVELOPE CONTAINING YOUR RFP FOR TECHNICAL PROPOSAL.

FROM: ____________________________

RFP #: ____________________________ DUE: ____________________________

RFP DOCUMENTS DO NOT DELAY!

TO: UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
    DEPARTMENT OF PROCUREMENT
    ADMINISTRATION BLDG., #301
    1000 HILLTOP CIRCLE
    BALTIMORE, MD 21250

TECHNICAL

ATTENTION VENDOR: THIS IS YOUR RFP RETURN LABEL. AFFIX IT TO THE ENVELOPE CONTAINING YOUR RFP FOR FINANCIAL PROPOSAL.

FROM: ____________________________

RFP #: ____________________________ DUE: ____________________________

RFP DOCUMENTS DO NOT DELAY!

TO: UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
    DEPARTMENT OF PROCUREMENT
    ADMINISTRATION BLDG., #301
    1000 HILLTOP CIRCLE
    BALTIMORE, MD 21250

FINANCIAL