



University of Maryland University College

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL # 91394

ON-CALL PRINTING

GRADUATE AND UNDERGRADUATE SCHEDULE OF CLASSES AND CATALOGS

ISSUE DATE: APRIL 22, 2016

SIGNIFICANT MILESTONES:	TIME:	DATE:
Last Day for Questions	2:00 PM EDT	05/05/2016
Pre-Proposal Conference	NA	
Technical Proposal Due Date	2:00 PM EDT	05/16/2016
Price Proposal Due Date	2:00 PM EDT	05/16/2016
Oral Presentation/Discussion Date	Not anticipated at this time	

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

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

3501 University Boulevard East

Adelphi, Maryland 20783

www.umuc.edu

SOLICITATION SCHEDULE

RFP #91394

Issue Date:	April 22, 2016
Last Day for Questions:	May 5, 2016
Technical Proposal Due Date:	May 16, 2016
Price Proposal Due Date: To be submitted separately from Technical Proposal	May 16, 2016
Contractor(s) Selection Anticipated to be Finalized:	June 15, 2016
Contract Commencement:	July 1, 2016

ON-CALL PRINTING
GRADUATE AND UNDERGRADUATE SCHEDULE OF CLASSES AND CATALOGS
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
RFP #91394
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SECTION I. GENERAL INFORMATION

1. Summary.

1.1. Solicitation: The intent of this Request for Proposals (“RFP” or “Solicitation”) is to provide printing firms an opportunity to present their qualifications and experience in providing printing services for the Marketing Division of University of Maryland University College (“UMUC”). Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal (“Proposal” or “Offer”) from an Offeror of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail.

1.2. Procurement Regulations: This RFP shall be conducted in accordance with USM Procurement Policies and Procedures. The procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at <http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>.

1.3. Background: UMUC specializes in high-quality academic programs that are convenient for busy professionals. Our programs are specifically tailored to fit into the demanding lives of those who wish to pursue a respected degree that can advance them personally and grow their careers. UMUC has earned a worldwide reputation for excellence as a comprehensive virtual university and, through a combination of classroom and distance-learning formats, provides educational opportunities to more than 80,000 students. The University is proud to offer highly acclaimed faculty and world-class student services to educate students online, throughout Maryland, across the United States, and in more than 20 countries and territories around the world. UMUC serves its students through undergraduate and graduate programs, noncredit leadership development, and customized programs. For more information regarding UMUC and its programs, visit www.umuc.edu.

2. Issuing Office.

2.1. Issuing Office:

University of Maryland University College
Office of Procurement Services, Room 4100
3501 University Boulevard East
Adelphi, MD 20783

Attn: Wendy Johnson, wendy.johnson@umuc.edu
Assistant Director, Goods and Services
301-985-7148

and

Sharon Barry, sharon.barry@umuc.edu
Director, Goods and Services
301-985-7156

2.2. The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation.

3. Questions and Inquiries.

All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to Wendy Johnson at wendy.johnson@umuc.edu and Sharon Barry at sharon.barry@umuc.edu. All inquiries will receive a written reply in the form of an Amendment and will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.

4. Pre-Proposal Conference.

A Pre-Proposal Conference will not be held.

5. Proposal Closing Date/Due Date and Time.

5.1. An original, plus four (4) copies [for a total of five (5)], as well as a compact disc (CD), a flash drive or other portable electronic media, of the Technical Proposal must be received at the Issuing Office by the time and date per the Solicitation Schedule, as well as listed on the cover of this RFP, in order to be considered. Technical Proposals must be in a sealed envelope or container labelled “Technical Proposal RFP 91394”, and clearly indicate the proposing firm name. Offerors should clearly mark the original hard copy of the Technical Proposal, as this is considered by UMUC to be the official Offer from the Proposer. Electronic media shall not contain additional information that is not included in the hard copies. **No pricing information is to be provided in the Technical Proposal; if any pricing information is included, the Proposal may be deemed non-responsive by the Procurement Officer.** By providing its proposal in electronic format, Offeror grants UMUC the right to reproduce and distribute copies of the Technical Proposal internally. The Technical Proposal on the CD/flash drive must be compiled as one (1) document and provided in portable document format (.pdf) and Microsoft Office Word/Excel for ease of use by UMUC. Only one (1) copy of each Sample is required. Samples are to be clearly labeled and packaged neatly.

5.2. The Price Proposal is to be provided to the Issuing Office in accordance with the Solicitation Schedule. An original plus one (1) copy [for a total of two (2)], as well as a compact disc (CD), a flash drive or other portable electronic media, of the Price Proposal must be received at the Issuing Office by the time and date per the Solicitation Schedule, as well as listed on the cover of this RFP. The Price Proposal on the CD/flash drive must be compiled as one (1) document and provided in portable document format (.pdf) and Microsoft Office Word/Excel for ease of use by UMUC. Offerors should clearly mark the original hard copy of the Price Proposal, as this is considered by UMUC to be the official Offer from the Proposer. No pricing is to be provided in the Technical Proposal submittal. The Price Proposal envelope must be clearly labeled with “Price Proposal RFP #91394”. Failure to provide the Price Proposal separately from the Technical Proposal may disqualify the Offeror’s Proposal.

5.3. Late Proposal submissions will not be accepted. Proposals must be received in room 4100 **no later** than 2:00 PM EDT on the due date. The University will not waive delay in delivery resulting from need to transport a Proposal from another campus location, or error or delay on the part of the carrier. Directions to the UMUC Issuing Office can be found at the website http://www.umuc.edu/visitors/locations/adelphi_building.cfm. Please note that all visitors are required to check-in with the Security desk on the first floor of the Administration Building prior to proceeding to the Procurement Office on the fourth floor. Proposals will be time-stamped at the Procurement Reception desk.

5.4. Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.

5.5. The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by UMUC to be an Offer.

6. Acceptance of Terms and Conditions. See Appendix A.6

By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in the Contract included in this RFP as Appendix C. The RFP, including all addenda in total, shall be incorporated into the Contract by reference. A proposal that takes exception to these terms may be rejected. Refer to Appendix A.6 – Acknowledgement of Acceptance of Contract Terms.

7. Contractual Agreement and Term. It is intended that multiple, non-exclusive contract(s) will result from this Solicitation. Any Contract(s) arising from this RFP action shall commence on the date the Contract is executed on behalf of UMUC, or such other date as UMUC and the Contractor shall agree. The initial term of the Contract is anticipated to start on or around July 1, 2016, and continue through June 30, 2017. There will be four (4) one (1)-year renewal options at the sole discretion of UMUC.

8. Confidentiality of UMUC's and Offeror's Information. Refer to Appendix S for the terms of confidentiality of UMUC's and Offeror's information.

9. Post-Award Confidentiality. Refer to Appendix C for the confidentiality obligations of awardees and UMUC.

10. Security. Shortlisted vendors may be required to complete UMUC's Third-Party Security Survey which will be provided at a later date.

SECTION II. SCOPE OF WORK

1. Purpose/Description.

The intent of this procurement is to establish non-exclusive on-call printing contracts for the printing and delivery of UMUC's Graduate and Undergraduate Schedule of Classes ("SOC") and Catalogs. A strong background and experience in providing high quality printing services for similar projects shall be demonstrated in the technical proposal. Firms shall be located within 50 miles [one (1) way] of UMUC's Adelphi, Maryland campus. It is anticipated that multiple contracts will result from this solicitation.

2. Scope of Work.

2.1. General. UMUC is seeking multiple on-call printers to provide full service printing for the items listed below. Proposers shall submit two (2) samples of recent printing jobs that are similar to the first four (4) items listed below.

Each sample shall be clearly labeled with proposing firm name.

Note: The items listed below are further detailed in Appendix A.5 – 91394 – Print Specifications. Actual samples of the following four (4) items are available in the UMUC Procurement Office. Please contact the Issuing Office to schedule a viewing.

- Undergraduate Schedule of Classes
- Graduate Schedule of Classes
- Undergraduate Catalog
- Graduate Catalog
- Graduate Enhanced Learning Module ("ELM") Catalog – Currently being developed and unavailable for viewing

UMUC consists of the Graduate School as well as the Undergraduate School. In general, the awarded contracts will be used for printing the Catalogs and Schedule of Classes (SOCs) for both schools. However, other printing projects may be requested on an as-needed basis. There is no guarantee of the amount of printing that will be requested during the course of the contract.

The Graduate and Undergraduate Schedule of Classes (SOCs) are printed three (3) times per year. The Graduate and Undergraduate Catalogs are printed one (1) time per year.

Contractor will be responsible for the delivery of printed items to various delivery points within the United States as well as Overseas. Refer to Attachments titled:

*RFP 91394 - Catalog Qty-Delivery Addresses and,
RFP 91394 - Schedule of Classes Qty-Delivery Addresses.*

2.1.1. Qualifications of the Printing Firm: It is preferred that the proposing firm(s) have at least ten (10) years of experience as a proven, experienced, and top-quality printer. Print brokers are not allowed under this contract. Information regarding years in the printing business shall be

evident in the proposal. In addition, the proposal shall show evidence that the firm has a high degree of paper, print, and postal knowledge.

2.1.2. Staffing: Proposer shall designate one (1) Account Manager and one (1) additional staff member as a Customer Service Representative (or otherwise designated). Availability in person, by phone and electronic mail is of high importance to UMUC. The Account Manager is a key player and is responsible for the overall success of the projects and establishing a relationship with UMUC. The Contractor shall assign a highly qualified and well experienced Account Manager to UMUC. It is preferred that the Account Manager have at least three (3) years of experience in the role of an Account Manager in the printing field. The Account Manager will be required to meet with the UMUC Production Manager on a regular basis. Therefore, it is highly preferred that the Account Manager be located in the Metropolitan Washington, DC Area.

Proposers shall provide three (3) recent clients managed by the proposed Account Manager. Responses shall include the firm name, contact name, phone number, and type and dates of printing provided. This information is in addition to Appendix A.5, Firm Experience and References. By submitting the name of the Account Manager, the Proposer is committing that individual to UMUC for the contract period. No personnel change will be permitted without prior notification to UMUC.

2.1.3. Turn-Around Times: Turn-around times (after blue-line approval) for the Schedules of Classes and Catalogs shall not exceed ten (10) business days, including delivery.

2.1.4. Preparation Department: Contractor shall have access to and the ability to update current software from Adobe Creative Cloud. The ability to update Adobe Creative Suite and operating system is necessary in order to stay in sync with UMUC's software versions. In most cases, photos and other images are provided on disk within the layout. In some cases, Contractor will be required to scan and drop images into position and to make last minute copy changes. All prepress activities, including scans, must occur on premises of proposer unless written approval is received from UMUC. Contractor shall supply all final print files, including blue-line changes and high resolution scans via File Transfer Protocol (".ftp") or thumb/flash drive to UMUC upon completion of each print job. Contractor shall provide color proofs as requested.

2.1.5 Outsourcing/Subcontracting: Proposer may outsource bindery functions of the printing process. Proposer shall advise UMUC in advance when a function is being outsourced. Proposer shall provide a complete list of capabilities routinely outsourced to other vendors. It is encouraged that proposer outsource to MDOT Certified Minority-Owned Enterprises.

2.1.6 Press-Checks: Press-checks will be required and will be determined on a job-by-job basis. Notification of press-checks shall be given 24 hours in advance. UMUC will pay their own expenses incurred for press-checks that are within 50 miles travel distance. Locations easily accessible by car are preferred. Travel distance will be considered in determining award.

2.1.7 Overs/Unders: Overs are acceptable at no additional cost. Unders will not be accepted under any circumstance.

2.1.8 Delivery: All delivery fees of materials will be included in the total price quote. Proposer shall have the capability to deliver materials to all UMUC stateside locations as well as UMUC overseas divisions located in Asia and Europe. All items shall be packed in uniform-sized cartons and labeled with quantity and job name. Inside delivery is required and shall be included in pricing. All skid deliveries shall be accompanied by pallet jacks to allow movement onto loading docks. All deliveries shall require a hand dolly for delivery to designated inside locations. All shipments shall have a method for tracking packages.

2.1.9 Implementation:

The process will be handled as follows:

- (a) The UMUC Production Manager will issue a written Task Order (“TO”) inclusive of print specifications, required schedule, delivery requirements, paper stock, and any other requirements. TOs may be issued to one (1) or more firms under contract and in no particular order. UMUC is not obligated to request quotes from all firms under contract for each project.
- (b) Contractor shall respond within 48 hours with the following:
 - A written detailed quote for the printing, inclusive of delivery fees;
 - A statement committing to the requested delivery date; and,
 - A statement confirming availability of requested paper.

No substitutions are allowed unless approved by UMUC.

Note: UMUC reserves the right to request other information as it deems appropriate. In such instances, this requested information will be included in the Task Order request.

- (c) **Evaluation:** UMUC will review the quote(s) and award to the firm(s) with the most advantageous proposal. UMUC will evaluate the proposals for, but not limited to, price, ability to meet the required schedule, paper stock availability, etc.
- (d) **Award:** The firm will be notified by electronic mail of award. In the majority of cases, a UMUC purchase order will be issued to the awarded firm. The purchase order is the authorization for the Contractor to begin the work.

2.1.10. Procurement Card Payments: For small orders, payments may be made with UMUC’s Procurement (credit) card (P-Card). UMUC shall not be charged for any additional bank fees incurred by the Contractor. UMUC is currently banking with U.S. Bank.

2.1.11. Purchase Order Payments: A UMUC purchase order will be issued for the majority of orders. UMUC processes invoices through the State of Maryland on a Net 30-day basis after receipt of proper invoice.

SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 1. TECHNICAL PROPOSAL REQUIREMENTS

1. General Requirements.

1.1 Transmittal Letter: A one (1) page transmittal letter prepared on the Offeror's business stationery must accompany the Technical Proposal. The letter shall be an executive summary that clearly and concisely summarizes the content of the Technical Proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements contained in the Proposal. (See 1.2 below.) Include the Offeror's official business address and state in which it is incorporated or organized. An appropriate contact name, title, phone number, and email address shall be provided as UMUC's contact during the procurement process. **Do not include price information in the transmittal letter.**

1.2 Signing of Forms: A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

2. Initial Technical Criteria.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Offerors must paginate the Technical Proposal.

The following information shall be furnished in the Technical Proposal per this solicitation, as more fully described below in items **2.1 through 2.10**. Failure to include any of the items listed below may disqualify your firm's response. Offerors are requested to compile their Proposals in the same order. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for UMUC.

2.1 Approach: Describe how your firm will service the UMUC account.

2.2 Staffing Organization and Proposed Key Personnel Qualifications: Provide an Organizational Chart of your company. Provide the name and resume of the proposed Account Manager to be assigned to UMUC. Indicate other key personnel that will be assigned to UMUC and his/her role on the contract. Provide a brief summary of each of these professional staff members' qualifications. Include education, employment history, awards, and all relevant experience.

2.3 Firm Experience and References: See Appendix A.4.

Provide at least three (3) current clients of the proposing firm. Universities or other clients similar to UMUC are preferred. Proposers are to provide this information as part of the Technical Proposal. UMUC will check references only of the clients of the shortlisted Proposing Firms. UMUC reserves the right to verify all information given, as well as to check any other sources available, including itself, as a reference.

2.4 Firm Profile: See Appendix A.3.

Provide details on company history, number of employees, and annual sales volume for 2014 and 2015. It is mandatory that proposing firms have a **minimum of ten (10) years** of experience with printing similar products.

Firms shall provide a statement or attestation of its financial condition to confirm that it has adequate financial resources to support its Technical Proposal response. Such statement and/or attestation may include: financial statements (audited or unaudited) for the past three (3) years, prospectus of publicly traded firms, letter signed by authorized company personnel attesting to its financial viability (preferably notarized), or other documentation that the firm feels adequately attests to its financial resource viability. Such documentation is to be provided solely with the Technical Proposal.

2.5 Samples:

Provide two (2) samples each of the four (4) print pieces outlined in the solicitation (Undergraduate Schedule of Classes, Graduate Schedule of Classes, Undergraduate Catalog, and Graduate Catalog). The samples should reflect the print specifications outlined in Appendix A.5. Other high end print samples are to be included as well. Each sample shall be labeled with the name of the proposing firm. Samples will not be returned.

2.6 Special/Unique Qualifications:

Provide a narrative that details the special/unique qualifications and/or experiences of the Proposer and/or any member of its team which make it uniquely capable of providing the requested printing services. Special firm and/or individual expertise is to be included. This includes awards, training, and certifications.

2.7 Proposal Affidavit: See Appendix A.2.

Complete and sign the Proposal Affidavit.

2.8 Insurance:

Provide a copy of a Certificate of Insurance verifying your firm's Coverage.

2.9 Acknowledgement of Receipt of Addenda Form: See Appendix A.1.

If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form must be completed, signed, and included in the Offeror's Technical Proposal.

2.10 Acknowledgement of Review and Acceptance of Contract Terms: See Appendix A.6.

The UMUC Contract for this Procurement will contain the provisions in Appendix C.1. By submitting a Proposal, the Offeror warrants that they have reviewed the Contract in Appendix C.1 and will execute a contract with these mandatory terms and conditions. Return Appendix A.6 with your Technical Proposal.

3. Modifications of Technical Proposal.

Offerors may modify their Technical Proposals by e-mail or facsimile communication at any time prior to the due date and time. Technical Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the University.

SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 2. TECHNICAL EVALUATION PROCESS

1. Qualifying Proposals.

1.1 Procurement Officer Review: The Procurement Officer shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP (i.e., susceptibility of award). Failure to comply with any mandatory requirement will normally disqualify a Proposal. Bidders providing incomplete and/or inaccurate information may be subject to rejection of their bid as nonresponsive. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so and when permitted by law.

1.2 Evaluation and Selection Committee: All qualifying Proposals will be reviewed by a UMUC Evaluation and Selection Committee (“the Committee”) established by the Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate UMUC staff or request additional assistance or advice from any other source.

2. Technical Evaluation of Qualifying Proposals.

2.1 Initial Technical Evaluation: Following the Procurement Officer’s qualifying review, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria listed in Article 1, § 2, above. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University’s best interest and when permitted by law. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Technical Proposals represent.

2.2 Shortlisting: In accordance with the Evaluation Criteria set forth in Article 1, §2, a shortlist shall be developed based on the Initial Technical Evaluation results. All Offerors will be notified of the results as they pertain to their respective Technical Proposal.

3. Oral Presentations/Discussion Sessions.

3.1 Purpose: *(Discussion Sessions are not anticipated at this time.)*

Based on the Evaluation Committee’s Initial Technical Evaluation, the University may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session (“Discussion Session”). The purposes of the Discussion Session are as follows:

- (i) To allow the University to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed services, and

- (ii) To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

3.2 Format: The Discussion Session will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. Each shortlisted Offeror will be required to have the Principal-in-Charge and UMUC's proposed Account Manager.

4. Second Phase Technical Evaluation.

4.1 Criteria: Following the Discussion Session held with shortlisted Offerors, a Second Phase Technical Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Technical Proposals of shortlisted Offerors, incorporating assessments of the Discussion Session and outcomes of reference checks. The University reserves the right to make a determination that an Offeror is not shortlisted prior to completing reference checks. The order of Evaluation Criteria remains the same.

4.2 Process: Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Offerors will be notified of the results of the Technical Evaluation as they pertain to their respective Technical Proposals. It is UMUC's intent to incorporate references prior to establishing the final shortlist of proposals.

SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 3. PRICE PROPOSALS

1. Submission.

Price Proposals must be received at the Issuing Office by the specified due date and time per the Solicitation Schedule. All Offerors must use the Price Proposal form included in Appendix B. The original must be clearly labeled as this is the official Offer from the Proposer. Only the Price Proposals of those Offerors remaining on the final shortlist following the completion of the Technical Evaluation will be opened, which will be done privately.

2. Content.

The Price Proposal should consist of all pricing as outlined in the Price Proposal Form. The rates shall be in effect for the initial year of the Contract. The University will consider adjustments to labor rates only based upon federal minimum wage increases, increases in Maryland Living Wage, and increases in the Consumer Price Index (CPI), as published by the Bureau of Labor Standards in February of the appropriate year (*i.e.*, for a 7/1/16 renewal the University will look at the CPI published for February 2016, and so on). Requested increases above a 5% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit a request in writing to the UMUC Procurement Office sixty (60) days prior to the yearly expiration date. The request must specify any change in the hourly labor rate wage to be paid to employees during the renewal term. The University will not consider late requests for adjustments. Increases that are cumulative for prior years will not be considered. For example, if the Contractor does not request an increase for the first renewal year and then requests an increase for the second renewal year, the Contractor cannot include a cumulative amount which includes the first renewal year.

3. Evaluation.

Price Proposals will be evaluated based on the rates and fees provided. The University may elect to request Best and Final Price Proposals (BAFOs).

SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 4. FINAL EVALUATION, RANKING AND SELECTION

1. Recommendation of Award or Further Discussions.

The Committee may recommend an Offeror for contract award based upon the Offeror's Technical Proposal and Price Proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State of Maryland, the Committee may recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

2. Final Ranking and Selection.

2.1 Process: Following evaluation of the Technical Proposals and the Price Proposals (and Best and Final Offers, if applicable), the Evaluation and Selection Committee will make an initial overall ranking of the Proposals and recommend to the Procurement Officer the award of the contract(s) to the Offeror(s) whose Proposal(s) is (are) determined to be the most advantageous and in the best interest of UMUC. The decision of the award(s) of the Contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. All Offerors will be notified of the award(s) selection.

2.2 Basis for Award: Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offerors with the higher technical ranking even if their Price Proposal is not the lowest. The Procurement Officer retains the discretion to examine all factors to determine the award of the contracts. The goal is to contract with the Offeror(s) that would best meet the needs of the University as set forth in the RFP.

3. Debriefing.

3.1 Request: Unsuccessful Offerors may request a debriefing. A request must be submitted in writing to the Procurement Officer within ten (10) days after the date on which Offeror knows, or should have known, that its Proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

3.2 Discussion: Debriefings shall be limited to discussion of the Offeror's Proposal only and shall not include a discussion of a competing Offeror's Proposal. The debriefing may include information on areas in which the unsuccessful Offeror'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 summary of the Procurement Officer's rationale for the selection may be given.

APPENDIX A

TECHNICAL PROPOSAL FORMS

NOTE: Refer to Section III, Article 1, for all required contents of the Technical Proposal. Completion of the forms in this Appendix A is NOT the complete contents required.

- A.1 Acknowledgement of Receipt of Addenda Form
- A.2 Bid Proposal/Affidavit
- A.3 Firm Profile
- A.4 Firm Experience and References
- A.5 Print Specifications
- A.6 Acknowledgement of Review and Acceptance of Contract Terms

If an Offeror fails to submit with its Technical Proposal all forms as required by this solicitation, the Procurement Officer may deem the bid non-responsive or may determine that the Offer is not reasonably susceptible of being selected for award. This may be deemed non-curable.

APPENDIX A.1

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91394

TECHNICAL PROPOSAL DUE DATE: May 16, 2016 at 2:00 P.M. EDT

RFP FOR: On-Call Printing for Graduate and Undergraduate Schedule of Classes and Catalogs

NAME OF OFFEROR: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____

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

Signature

Printed Name

Title

APPENDIX A.2

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. NOT USED

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (*applicable if an MBE goal is set*)

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES (*if applicable to the solicitation*)

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)–(5) of this regulation.

C. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, 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 Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of 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, Section 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 subsection (1), (2), (3), (4) or (5), above;
 - (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 - (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 above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. 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, or any of its employees directly involved in 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):

F. 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):
-
-

G. 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, leases of real property, or construction.

H. 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.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of 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.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of and that the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require 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 under which the person receives in the aggregate \$10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of \$100 to a candidate in any primary or general election.

K. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

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

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs and alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace,

(ii) The business' policy of maintaining a drug and alcohol-free workplace,

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by K(2)(b), above;

(h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement, and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;

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

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination, or

(ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation program; and,

(k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree, as set forth in K(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 contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state.)

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

M. 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 or agent 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 or agent, any fee or any other consideration contingent on the making of the Contract.

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:
(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

P. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and, (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from 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 right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in 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 MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

Company Name: _____

FEIN No: _____

APPENDIX A.3 FIRM PROFILE

1. Company Name: _____
FED ID Number: _____ Website Address: _____
2. Company address and locations: _____
The local office serving UMUC: _____
3. Number of permanent full-time employees serving the Maryland area _____
4. How many years in business under this firm name? _____
5. Areas of specialization: _____
6. Company Management: Provide names and years with the Company:
 - a. President/Owner: _____ #Years with firm: _____
 - b. Proposed Account Manager for the UMUC account: _____
#Years with firm: _____ #Years printing experience: _____
 - c. Number of current accounts the Account Manager is responsible for _____
 - d. Provide a resume for the Account Manager.
 - e. Provide the name of the proposed Customer Service Representative (or other) personnel assigned to the UMUC account _____
#Years of experience with printing _____
7. Insurance: Provide a Certificate of Insurance with Technical Proposal.
8. Qualified as Small Business? Refer to Appendix F.
Small Business Certification Number: _____
9. MBE Certification Number: _____
10. Do you charge bank fees for credit card use? _____
11. Is your firm eligible to do business in the state of Maryland? _____
12. Is your firm Payment Card Industry (“PCI”) compliant? _____

Submit a PCI Compliance and Validation Assessment/Report with the Technical Proposal. Refer to <https://www.pcisecuritystandards.org/> for additional information.

13. Will subcontractors be used to provide bindery work? If so, provide the name of the subcontractor and type of work they will provide.
14. Provide an equipment list with the Technical Proposal.
15. Provide a staff organizational chart with the Technical Proposal.
16. Provide an explanation of how you will meet UMUC's delivery requirements for local, long distance, and overseas delivery requirements. How will delivery fees be handled?
17. Provide your firm's experience with providing letter shop/direct mail services.

APPENDIX A.4 FIRM EXPERIENCE and REFERENCES

Complete this form and provide names of at least three (3) clients with which you have provided similar printing products in the past year. List any experience with the University System of Maryland, or other universities. These may be used for reference checks. UMUC may contact other references, including itself, as part of the evaluation.

1. Company Name and Location: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Printing projects - include dates: _____

Account Manager assigned to this organization: _____

2. Company Name and Location: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Printing projects - include dates: _____

Account Manager assigned to this organization: _____

3. Company Name and Location: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Printing projects - include dates: _____

Account Manager assigned to this organization: _____

4. Company Name and Location: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Printing projects - include dates: _____

Account Manager assigned to this organization: _____

APPENDIX A.5 91394 - Print Specifications

Note: The following specifications are to be used for the purposes of this solicitation. Actual printing specifications may change at time of order.

1. Undergraduate Schedule of Classes:

SIZE:	8 3/8 x 10 7/8 folded
PAGE COUNT:	80 pgs + Cover
FINAL TRIM SIZE:	
QUANTITY:	7,761
STOCK:	Cover: 100# Chorus Art Silk Text
TEXT:	40# Finch Opaque Text
INK:	Cover: 5/5 (4CP + Satin Aqueous/Same)
TEXT:	2/2 (PMS 282 + 1245/Same)
BLEEDS:	Yes, cover and text
BINDERY:	Trim to Size, Fold, Saddle Stitch, Horizontal Micro Perf, No Web Growth
PRESS CHECKS:	Yes
PRE-PRESS:	All final artwork to be provided on disk
COLOR CORRECTIONS:	One (1) round of color corrections to be included in Quote
LINE SCREEN:	Use highest line screen possible
SAMPLES:	75 Samples
	To: University of Maryland University College Marketing 3501 University Boulevard East, Room 3168 Adelphi, Maryland 20783
OVERS:	Accepted at no additional charge
UNDERS:	Not accepted
PRICING:	For add'l 1000's
DELIVERY LOCATIONS:	See Attached. Price to include INSIDE Delivery.

APPENDIX A.5 91394 - Print Specifications

2. Graduate Schedule of Classes:

SIZE:	8 3/8 x 10 7/8
PAGE COUNT:	24 pgs + cover
FINAL TRIM SIZE:	
QUANTITY:	4,341
STOCK:	Cover: 100# Chorus Art Silk Text
TEXT:	40# Finch Opaque Text
INK:	Cover: 5/5 (4CP + Aqueous Silk/Same)
TEXT:	2/2 (PMS 282 + 1245/Same)
BLEEDS:	Yes, cover and text
BINDERY:	Trim to Size, Fold, Saddle Stitch, Horizontal Micro Perf, No Web Growth
PRESS CHECKS:	Yes
PRE-PRESS:	All final artwork to be provided on disk
COLOR CORRECTIONS:	One (1) round of color corrections to be included in Quote
LINE SCREEN:	Use highest line screen possible
SAMPLES:	75 Samples
	To: University of Maryland University College Marketing 3501 University Boulevard East, Room 3168 Adelphi, Maryland 20783
OVERS:	Accepted at no additional charge.
UNDERS:	Not accepted
PRICE:	For add'l 1000's
DELIVERY LOCATIONS:	See Attached. Price to include INSIDE Delivery.

APPENDIX A.5 91394 - Print Specifications

3. Undergraduate Catalog:

SIZE:	8 3/8 x 10 7/8 folded
PAGE COUNT:	232 pgs + Cover
FINAL TRIM SIZE:	
QUANTITY:	19,440
STOCK:	Cover: 80# Chorus Art Silk Cover
TEXT:	40# Finch Opaque Text
INK:	Cover: 5/5 (4CP + Satin Aqueous/Same)
TEXT:	2/2 (K + 1245/Same)
BLEEDS:	Yes, cover and text
BINDERY:	Trim to Size, Fold, Perfect Bind, Horizontal Micro Perf on Last Page Only, No Web Growth.
PRESS CHECKS:	Yes
PRE-PRESS:	All final artwork to be provided on disk
COLOR CORRECTIONS:	One (1) round of color corrections to be included in Quote
LINE SCREEN:	Use highest line screen possible
SAMPLES:	75 Samples
	To: University of Maryland University College Marketing 3501 University Boulevard East, Room 3168 Adelphi, Maryland 20783
OVERS:	Accepted at no additional charge.
UNDERS:	Not accepted
PRICE:	for add'l 1000's
DELIVERY LOCATIONS:	See Attached Price to include INSIDE Delivery.

APPENDIX A.5 91394 - Print Specifications

4. Graduate Catalog:

SIZE:	8 3/8 x 10 7/8 folded
PAGE COUNT:	184 pgs + Cover
FINAL TRIM SIZE:	
QUANTITY:	9,259
STOCK:	Cover: 80# Chorus Art Silk Cover; Text: 40# Finch Opaque Text
INK:	Cover: 5/5 (4CP + Satin Aqueous/Same); Text: 2/2 (PMS 282 + 1245/Same)
BLEEDS:	Yes, cover and text
BINDERY:	Trim to Size, Fold, Perfect Bind, Horizontal Micro Perf on Last Page Only, No Web Growth.
PRESS CHECKS:	Yes
PRE-PRESS:	All final artwork to be provided on disk
COLOR CORRECTIONS:	One round of color corrections to be included in Quote
LINE SCREEN:	Use highest line screen possible
SAMPLES:	75 Samples
	To: University of Maryland University College Marketing 3501 University Boulevard East, Room 3168 Adelphi, Maryland 20783
OVERS:	Accepted at no additional charge.
UNDERS:	Not accepted
PRICE:	add'l 1000's
DELIVERY LOCATIONS:	See Attached. Price to include INSIDE Delivery.

APPENDIX A.6

ACKNOWLEDGEMENT OF REVIEW AND ACCEPTANCE OF CONTRACT TERMS

Proposing Firm: _____

Signature: _____

Date: _____

APPENDIX B

PRICE PROPOSAL FORMS

- B.1 Price Proposal
- B.2 Pricing Form – RFP #91394
- B.3 Living Wage Affidavit

PROPOSAL NO.: RFP #91394
PRICE PROPOSAL DUE DATE: May 16, 2016 - No Later than 2:00 P.M. EDT
PROPOSAL FOR: On-Call Printing for Schedule of Classes and Catalogs
PROPOSER: _____
Federal Identification Number: _____

PRICE PROPOSAL

DATE _____

Wendy Johnson
University of Maryland University College
3501 University Boulevard East, Room 4110
Adelphi, MD 20783-8002

Dear Ms. Johnson:

The undersigned hereby submits the Price Proposal as set forth in RFP #91394 dated April 22, 2016, and the following subsequent addenda:

Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____

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

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

Attached to this Price Proposal Form is our firm's proposed pricing.

We understand that there are no reimbursables associated with any resulting Contract. We understand that banking fees associated with credit card payments will not be charged to UMUC.

We understand that by submitting a proposal we are agreeing to the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect.

The evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents. We understand that technical weighs greater than financial.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Account Representative(s) and any other Key People named within our Technical Proposal will be assigned to the UMUC Contract for the duration of this Contract. We understand that no changes in these assignments will be allowed without written authorization from UMUC via contract amendment prior to such changes being made.

Enclosure:

- Pricing Form – RFP #91394
- Living Wage Affidavit

(Signatures should be placed on following pages)

APPENDIX B.2

PRICING FORM – RFP# 91394

Price the following sample projects per the specifications included in the solicitation.

All prices are to include **Inside** delivery as specified.

Note: These are *sample specifications only* to be used for evaluation purposes.

Specifications may change during the contract term.

- 1. Undergraduate Schedule of Classes \$_____
- Add'l 1000's \$_____

- 2. Graduate Schedule of Classes \$_____
- Add'l 1000's \$_____

- 3. Undergraduate Catalog \$_____
- Add'l 1000's \$_____

- 4. Graduate Catalog \$_____
- Add'l 1000's \$_____

Author's Alterations \$_____

Additional color proof rounds \$_____

[Two (2) are included]

Other Fees \$_____

Proposing Firm: _____

Signature: _____

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

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

FIRM NAME _____
ADDRESS _____

TELEPHONE NO. _____
SIGNED _____

PRINTED NAME _____

TITLE: _____

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)
ADDRESS _____

In Presence of Witness:

TELEPHONE NO. _____

Printed Name: _____

_____ as to

BY _____
(Partner)

Printed Name: _____

_____ as to

BY _____
(Partner)

C. CORPORATION

(Name of Corporation)
ADDRESS _____

Attest:

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

TELEPHONE NO. _____

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

BY: _____

Signature of Officer and Title

Printed Name

Title

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate. **The living wage rate effective September 28, 2015 is \$13.59 per hour.** This living wage rate changes each year and is published 90 days from the end of the University's fiscal year at <https://www.dllr.state.md.us/labor/prev/livingwage.shtml>. The University's fiscal year is July 1st through June 30th.
- B. Contractor further agrees that UMUC has the right to conduct an independent audit by University internal auditors or State of Maryland auditors of the Contractor's payroll records to confirm this affirmation at any time. Contractor also agrees to cooperate with UMUC to supply required documentation in the event that it is requested as support for this affidavit by the State of Maryland or an agency of the State of Maryland. Any information that is supplied by contractor under this Affidavit to UMUC, the State of Maryland or an agency of the State of Maryland will be subject to the terms of the Maryland Public Information Act.
- C. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)
- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

APPENDIX C

CONTRACT FORMS

- C.1 Contract
- C.2 Contract Affidavit

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
CONTRACT # 91394
On-Call Printing for Graduate and Undergraduate Schedule of Classes and Catalogs
_____, 2016

SAMPLE CONTRACT- DO NOT COMPLETE

CONTRACTOR: _____
Federal Employer ID: _____-_____
Address: _____

Contact Person: _____
Contact Phone: _____
Contact Fax: _____
Contact Email: _____

UMUC Ordering Office:
Project Coordinator:
Coordinator Phone:
Coordinator Fax:
Coordinator Email:

UMUC Procurement Officer
Procurement Officer: Wendy Johnson
Phone Number: 301-985-7148
E-mail Address: wendy.johnson@umuc.edu

THIS CONTRACT (“Contract”) is made as of this ____ day of _____, 2016 by and between _____, a corporation organized under the laws of the State of _____, with offices at _____, _____, _____, hereinafter referred to as "Contractor," and the University of Maryland University College (“UMUC”), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as “the University” or “UMUC.”

RECITALS

The University issued solicitation documents (Reference RFP #91394) on _____, 2016 (“the Solicitation”) to solicit a provider of on-call printing services. Contractor submitted a technical and price proposal dated _____ 2016, and accepted by the University (collectively, “the Proposal”) in response to the Solicitation, and the University subsequently selected the Contractor as an awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

- 1.1 Contractor shall provide to the University on-call printing services (“the Services”), as from time to time ordered by the University, in accordance with the terms and conditions of this Contract.
- 1.2 This Contract consists of multiple documents as follows in order of precedence:
 - This Contract Form (pages 1 through __) and any amendments;
 - The Solicitation # 91394 and all addenda to the solicitation;
 - Contractor’s Technical Proposal, dated _____, 2016;
 - Contractor’s Price Proposal, dated _____, 2016; and,
 - Task Orders (“TOs,”), if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).
- 1.3 This Contract shall be in effect from July 1, 2016 through June 30, 2017 unless otherwise extended, expired or terminated pursuant to this Contract. There are four (4), 12-month renewal options at UMUC’s sole option.

2. PROFESSIONAL SERVICES

- 2.1 Contractor shall perform the Services as described in the Task Order(s), issued from time to time pursuant to this Contract. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the Parties at a future date and adopted as an amendment to Exhibit A. The Contractor shall perform the Services as expeditiously as

is consistent with good professional skill and care and the orderly progress of the Services.

- 2.2 UMUC's Marketing Division will designate a staff member to act as coordinator ("Project Coordinator") between UMUC and the Contractor. Throughout the period of the Services, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other UMUC personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other UMUC offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.
- 2.3 The professional services team for the Services shall be the same team identified in the Contractor's submittal responding to UMUC's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to UMUC's approval, and notify UMUC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to UMUC in writing as they occur.
- 2.4 All terms and conditions of UMUC's solicitation, and any addenda thereto, are made a part of this Contract unless expressly contradicted by a term or condition of this Contract. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon UMUC and are not a part of this Contract unless set forth in an addendum to the solicitation or in this Agreement and agreed to in writing by UMUC.

3. FEES AND PAYMENT

- 3.1 Contractor's fees shall not exceed the rates set forth in the Contract per the Contractor's price proposal dated _____, 2016.
- 3.2 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University's receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

Invoices shall be submitted electronically to the Accounts Payable Department, University of Maryland University College, 3501 University Boulevard East, Adelphi, MD 20783-8002 at accountspayable@umuc.edu. Contractor may also send the invoices to the UMUC Ordering Office. If applicable, the University's Purchase Order Number must be noted on all invoices.

- 3.3 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges and tax-related

surcharges. The University is generally exempt from such taxes, and Contractor agrees not to charge the University for such taxes in accordance with applicable law. The University will provide exemption certificates upon request.

- 3.4 Electronic funds may be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. 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, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

4. WORK PRODUCT

- 4.1 Contractor shall complete all reports required by the University and other reports set forth in the relevant Task Order.
- 4.2 Contractor agrees that all research, notes, data, computations, estimates, reports or other documents or work product obtained by or produced by Contractor, under this Contract ("the Work") shall be the sole and exclusive property of the University. Upon the University's request or upon the expiration or termination of this Contract, Contractor shall deliver or return all copies of the Work to the University.
- 4.3 Notwithstanding the terms of Paragraph 4.2, Contractor is permitted to retain all rights to the intellectual capital (including, without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by the Contractor, prior to the performance of the Services under this Contract.
- 4.4 Contractor and the University intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If for any reason, the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to University, its successors and assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
- 4.5 Contractor agrees to execute all documents and to perform such other proper acts as University may deem necessary to secure for University the rights in the Work.
- 4.6 In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

- 4.7 UMUC grants to Contractor a royalty-free, non-exclusive, non-transferable, revocable license to use UMUC's name, logos, and other identifying symbols for the limited purposes of this Contract, provided Contractor is acting in accordance with instructions provided by the University and this Agreement. Such use will be in accordance with the approved UMUC Identity Guide or other appropriate documentation that may be provided to the Contractor by UMUC.

5. DELIVERY, EVALUATION AND ACCEPTANCE

- 5.1 Delivery shall be made in accordance with the solicitation specifications or this Contract, whichever is applicable. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrance, from any cause whatsoever, during the progress of any portion of the work specified in this Contract.
- 5.2 Contractor should provide written notice of Deliverable to designated UMUC Project Coordinator stating the Deliverable is completed and stating the response date required. The University will have thirty (30) business days in which to respond, unless a different response period is specified in UMUC's solicitation or this Contract. Upon completion and delivery of each deliverable by Contractor, UMUC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 3 of this Contract will be based on the completion/delivery of a deliverable by Contractor and acceptance by UMUC of each deliverable. Contractor will demonstrate to UMUC that the deliverable has been completed or has occurred and will provide UMUC with written notice of the same.
- 5.3 Within the time period specified above in 5.2, UMUC shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then UMUC will provide written confirmation to Contractor that the deliverable is accepted.
- 5.4 If the deliverable does not Materially Conform, UMUC shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to UMUC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to UMUC within the time period specified, or if not specified, then within ten (10) business days for further testing by UMUC. If the deliverable again fails to Materially Conform then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then UMUC may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the

warranty period, if applicable, or (c) begin the termination process as defined in Section 10.1 of this Contract. If UMUC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the Parties may agree.

- 5.5 UMUC will make payments only for Materially Conforming Deliverables that have been accepted by UMUC in accordance with this Section 5. Refer to Section 10.10 for Dispute Resolution process to be followed in the event the Contractor and UMUC do not agree on the acceptability of a Deliverable.
- 5.6 If either Party fails to meet the testing period described above, or any other periods of time as mutually agreed to, the other Party may declare the Contract in material breach and begin the termination process as defined in Section 10.1 of this Contract.

6. INTELLECTUAL PROPERTY

- 6.1 Neither Party may use the other Party's name, trademarks or other proprietary identifying symbols without the prior written approval of the other Party.
- 6.2 Contractor agrees to defend upon request and indemnify and hold harmless UMUC, 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, software, supplies, equipment or services under this Contract.

7. CONFIDENTIAL INFORMATION

- 7.1 Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the University's Confidential Information (as defined herein). For purposes of this Contract, "Confidential Information" means all information provided by the University to Contractor including, without limitation, information concerning the University's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media including, without limitation, oral and includes the originals and any and all copies and derivatives of such information.
- 7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.
- 7.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information by any person or entity except as specifically permitted or required under this Contract.

- 7.4. Contractor acknowledges and understands that UMUC is required to protect certain Confidential Information from disclosure under applicable law including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), the Gramm Leach Bliley Act (“GLBA”), or the Maryland Public Information Act (“PIA”), including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively, “the Privacy Laws”). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMUC’s employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMUC would be obligated if the Confidential Information was in the possession or control of UMUC. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.
- 7.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UMUC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.
- 7.6 Contractor’s obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 7.7 Contractor acknowledges that Contractor’s failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 7 shall be a material breach of this Contract.
- 7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor’s possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Office of Legal Affairs
University of Maryland University College
3501 University Boulevard East
Adelphi, MD 20783

- 7.9 Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and the University agree in writing to disclose. Contractor shall be deemed to have met its nondisclosure obligations under this Section as long as it exercises the same level of care to protect the Confidential Information as it

exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

- 7.10 All Confidential Information received by Contractor shall be returned to the University or destroyed upon completion or termination of this Contract.

8. RELATIONSHIP OF THE PARTIES

- 8.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the Parties. Neither Party shall bind or attempt to bind the other to any contract, warranty, covenant or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance. Nothing in this contract is intended to create a joint employment relationship.

- 8.2 It is understood and agreed that Contractor is an independent contractor of the University and not an employee. Except as set forth in this Contract, the University will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of the University, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.

- 8.3 Each Party reserves the right to review all press releases or other public communications of the other Party that may affect the Party's public image, programs or operations.

9. DISTRIBUTION OF RISK

- 9.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as further set forth in Section 10.23.1, or as set forth in Contractor's proposal should the coverage and limits therein exceed the minimum levels set forth in Section 10.23.1. Contractor shall provide to the Procurement Officer a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.

- 9.2 Contractor shall indemnify and hold harmless the University and the State of Maryland, their officers, employees, and agents, from any and all costs (including, without limitation, reasonable attorneys' costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor's performance under this Contract. The University agrees to notify Contractor promptly of any known liabilities, claims, or demands against the University for which Contractor is responsible hereunder, and Contractor agrees to at UMUC's request defend the University or settle any such liabilities, claims, or demands.

- 9.3 Neither Party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, special damages, or losses including, without limitation, lost profits and opportunity costs.

10. GENERAL TERMS AND CONDITIONS

- 10.1 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. The University will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which the University is entitled pursuant to this Contract shall become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.
- 10.2 Termination for Convenience. The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.
- 10.3 Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. 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 public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or the University, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third-parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
- 10.4 Suspension of Work. The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of

time as the Procurement Officer may determine to be appropriate for the convenience of the University.

10.5 Subcontracting and Assignment.

10.5.1 Contractor may subcontract any portion of the Services provided under this Contract with prior approval of the University. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMUC. The University shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that UMUC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract and shall be subject to liability to the University for acts and omissions of subcontractors.

10.5.2 Neither Party may assign this Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to the University. Contractor may designate a third-party to receive payment without the University's prior written consent unless in conflict with Maryland or federal law, but shall provide the University with notification thereof.

10.6. Maryland Law Prevails. The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.

10.7 Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the Parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both Parties. Amendments may not significantly change the scope of the Contract.

10.8 No Third Party Beneficiaries. This Agreement is only for the benefit of the undersigned Parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.

10.9 Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five (5) calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other Party as follows:

For the University:

University of Maryland University College
Procurement Department
Attn: Procurement Officer
3501 University Boulevard East
Adelphi, MD 20783-8044

For the Contractor:

- 10.10 Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.
- 10.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.
- 10.12 Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the Party or Parties hereby contracting with the State of Maryland or any unit thereof.
- 10.13 Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability 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.
- 10.14 Contingent Fee Prohibition. The Contractor 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, to solicit or secure this Contract, 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 Contract.
- 10.15 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, 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.

- 10.16 Political Contribution Disclosure. Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one (1) or more governmental entities during any 12 month period of time involving cumulative consideration in the aggregate of \$100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.
- 10.17 Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.
- 10.18 Ethics. This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMUC employee in connection with this procurement.
- 10.19 Compliance with Laws. The Contractor hereby represents and warrants that:
- 10.19.1 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;
- 10.19.2 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;
- 10.19.3 It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- 10.19.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- 10.20 Indemnification. UMUC shall not assume any obligation 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.
- 10.21 Multi-Year Contracts Contingent Upon Appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

10.22 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 the USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

10.23 Insurance.

10.23.1 The Contractor shall secure, and shall require that subcontractors secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract inclusive of the requirements in the solicitation documents:

Commercial General Liability Insurance including all extensions-
Not less than \$1,000,000 each occurrence;
Not less than \$1,000,000 personal injury;
Not less than \$2,000,000 products/completed operations aggregate; and,
Not less than \$2,000,000 general aggregate.

Worker's compensation per statutory requirements.
Fiduciary Bonding of Workers with access to credit card information.

10.23.2 All policies for liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University as an additional insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University.

10.23.3 Upon the request of the Procurement Officer, a certified true copy of each policy of insurance including the above endorsement manually countersigned by an authorized representative of the insurance company shall be furnished to the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A-" or better.

11. LIVING WAGE

11.1 This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by

the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract; and spends at least one-half of the employee's time during any work week on the State Contract.

11.2 The Living Wage Law does not apply to:

- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

- (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in Section 11.2(1)(B), in Section 11.2(3), or in Section 11.3.

- (3) Service contracts for the following:
 - (A) services with a Public Service Company;
 - (B) services with a nonprofit organization;
 - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) services between a Unit and a County or Baltimore City.

11.3 If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

11.4 Contractor must not split or subdivide a State contract for services, pay an employee through a third-party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

11.5 Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

11.6 The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore Metropolitan Area, or any successor index, for the

previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- 11.7 A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- 11.8 A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- 11.9 Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- 11.10 Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

12. SOFTWARE AND SECURITY

- 12.1 Contractor shall endorse UMUC's requirement to adhere to the University System of Maryland's ("USM") IT Security Standards (<http://www.usmd.edu/usm/adminfinance/itcc/ITSecResource.html>). UMUC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:
- Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
 - Assessment of the contractor's security and privacy controls.

- Inclusion of UMUC’s security and privacy requirements in the agreement.
- Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

IN WITNESS WHEREOF, the Parties, by their authorized representatives have executed this Contract.

University of Maryland University College _____

By: _____

By: _____

Name: Laura C. McWeeney

Name: _____

Title: AVP, Procurement & Business Affairs

Title: _____

Date: _____

Date: _____

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT

THIS Exhibit A to CONTRACT (“Contract”) 91394 is made as of this _____ day of _____, 2016 by and between _____, a corporation organized under the laws of the State of _____, with offices at _____, _____, _____, hereinafter referred to as "Contractor," and the University of Maryland University College (“UMUC”), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as “the University.”

Description of Scope of Work:

CONTRACT AFFIDAVIT

(This affidavit is a mandatory contract addendum in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractor.)

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 contractor 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 _____) [check one] 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 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 Contractor 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 to the State of Maryland prior to final settlement.

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

D. 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 Proposal Affidavit dated _____, 2016, 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: _____

APPENDIX D
ELECTRONIC FUND TRANSFER SCHEDULE
Payments to Contractors by Electronic Funds Transfer (EFT)

If the annual dollar value of this contract will exceed \$500,000.00, the Bidder/Offeror is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by EFT. The selected Bidder/Offeror shall register using the attached form COT/GAD X-10 Contractor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland, located at:
<http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp>.

Appendix E

Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following section entitled *Living Wage Requirements for Service Contracts*. If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

As of 9/28/2015, Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.59 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. As of 9/28/2015, if State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$10.21 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, then the contract will be deemed to be a Tier 1 contract. An Offeror must identify in its Proposal the location(s) from which services will be provided.

The contract resulting from this solicitation has been determined to be a Tier 1 contract.

Appendix E
Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate. **The living wage rate effective September 28, 2015 is \$13.59 per hour.** This living wage rate changes each year and is published 90 days from the end of the University's fiscal year at <https://www.dllr.state.md.us/labor/prev/livingwage.shtml>. The University's fiscal year is July 1st through June 30th.
- B. Contractor further agrees that UMUC has the right to conduct an independent audit by University internal auditors or State of Maryland auditors of the Contractor's payroll records to confirm this affirmation at any time. Contractor also agrees to cooperate with UMUC to supply required documentation in the event that it is requested as support for this affidavit by the State of Maryland or an agency of the State of Maryland. Any information that is supplied by contractor under this Affidavit to UMUC, the State of Maryland or an agency of the State of Maryland will be subject to the terms of the Maryland Public Information Act.
- C. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)
- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

APPENDIX F

Small Business

THE ON-LINE SELF-CERTIFICATION PROCESS IS FREE AND EASY TO COMPLETE! TO APPLY, PLEASE GO TO THE eMARYLAND MARKETPLACE (eMM) WEBSITE:

[eMARYLAND MARKETPLACE](https://emaryland.buyspeed.com/bsa)

Control Click to follow link
(<https://emaryland.buyspeed.com/bsa>)

Under the Small Business Reserve Program, certified small businesses will compete with other small businesses for contracts as prime contractors. This program stimulates Maryland small business growth and job creation.

Maryland State Agencies (including the University System of Maryland) are required to reserve 10 percent (10%) of total procurements each year for competition exclusively among Maryland-certified Small Business Enterprises.

Please refer to the Small Business Reserve Registration Guide at the following link for assistance:

[SBR Registration Guide](http://dgs.maryland.gov/Documents/procurement/eMMLinks/SmallBusinessReserveRegistrationReferenceGuide.pdf)

Control Click to follow link
(<http://dgs.maryland.gov/Documents/procurement/eMMLinks/SmallBusinessReserveRegistrationReferenceGuide.pdf>)

PLEASE NOTE: Effective October 1, 2012, the definition of Small Business for the State of Maryland changed. Previously, businesses had “not to exceed” industry-specific *number of employees AND gross sales (average over 3 most recent completed years)* limits. Now, businesses need to meet the industry-specific “not to exceed” number of employees **OR** gross sales limits. This will allow many businesses that previously were unable to qualify to become eligible for qualification. (see definition on next page)

If you have questions or require assistance setting up your company as a Small Business with eMM, you should contact the eMaryland Marketplace Help Desk Team [Department of General Services] at (410) 767-4270 or via email at emaryland@dgs.state.md.us

SMALL BUSINESS DEFINITION

Beginning **October 1, 2012**, many businesses that previously did not pre-qualify for the Maryland Small Business Reserve certification may now be eligible. A Small Business is now defined as a business, other than a broker, that meets the following criteria:

- Is independently owned and operated; the business is not a subsidiary of another business; and the business is not dominant in its field of operation.

AND

- The **wholesale** operations of the business did not employ more than **50 persons**, OR the gross sales of the business did not exceed an average of **\$4,000,000** in its most recently completed three (3) fiscal years * ;
- The **retail** operations of the business did not employ more than **25 persons**, OR the gross sales of the business did not exceed an average of **\$3,000,000** in its most recently completed three (3) fiscal years * ;
- The **manufacturing** operations of the business did not employ more than **100 persons**, OR the gross sales of the business did not exceed an average of **\$2,000,000** in its most recently completed three (3) fiscal years * ;
- The **service** operations of the business did not employ more than **100 persons**, OR the gross sales of the business did not exceed an average of **\$10,000,000** in its most recently completed three (3) fiscal years * ;
- The **construction** operations of the business did not employ more than **50 persons**, OR the gross sales of the business did not exceed an average of **\$7,000,000** in its most recently completed three (3) fiscal years * ;
- The **architectural and engineering services** of the business did not employ more than **100 persons**, OR the gross sales of the business did not exceed an average of **\$4,500,000** in its most recently completed three (3) fiscal years * .

* If a business has not existed for three (3) years, the gross sales average is computed for the period of the business' existence. For newly formed businesses, the determination will be based upon employment levels and projected gross sales.

To register in the SBR Program, vendors register in eMaryland Marketplace and complete the optional SBR screens:

- eMaryland Marketplace: emaryland.buyspeed.com/bsa/
- For Vendor Instructions, Quick Reference Guides and FAQs: scroll down and click on "New eMaryland Marketplace Instructions"
- To Register: scroll down to the bottom and click "Register" button

For website technical support, call eMaryland Marketplace/Maryland Department of General Services at 410-767-4270 or emaryland@dgs.state.md.us

APPENDIX S
SOLICITATION TERMS AND CONDITIONS

This solicitation and any subsequent award are further subject to:

1. Contractor's/Offeror's Responsibility.

Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. UMUC will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors must be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.

2. Rejection or Acceptance of Proposals.

The University reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Procurement Officer not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

3. Cancellation of the RFP.

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

4. Incurred Expenses.

Neither UMUC nor the State of Maryland is responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.

5. Payment.

The State of Maryland usually provides payments on a net 30 day basis for UMUC approved invoices. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UMUC, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

6. Electronic Funds Transfer (“EFT”).

By submitting a Proposal, the Offeror agrees to accept payment by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Contractor shall register using the form attached as Appendix D, the GAD X-10 Contractor EFT Registration Request Form. This form is to be submitted directly to the State Comptroller’s Office at the address specified on the GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

7. Confidentiality.

7.1. UMUC’s Information during the Procurement Process: The selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected Contractor must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University’s confidential information. UMUC may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offerors to propose responsive solutions to UMUC’s needs and requirements, UMUC is willing to disclose certain confidential information to Offerors, including without limitation information concerning UMUC’s business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation (“Confidential Information”). By submitting a proposal in response to this RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by UMUC, Offerors may be required to sign a Non-Disclosure Agreement.

7.2. Offeror’s Information: Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third-party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror’s position regarding its Proposal. A blanket statement by a Offeror that its entire Proposal is confidential or proprietary will not be upheld.

8. Multiple Proposals.

Contractors may not submit more than one Proposal.

9. Alternate Solution Proposals.

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

10. Contractor Responsibilities and Use of Subcontractors

The University shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. UMUC will (or will not) consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. UMUC's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom UMUC has a reasonable objection. Notification of such objection will be made by UMUC within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.

11. Access to Contractor Records for Quality Assurance and Auditing Purposes.

The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors, representatives, and agents) to provide quality assurance and auditing.

12. Arrearages.

By submitting a Proposal, an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the Contract if selected for Contract Award.

13. Taxes.

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

14. RFP Response Materials.

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

15. 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 Annotated, State Government Article, § 15-502.

If the Offeror has any questions concerning application of the State Ethics law to the Offeror's participation in this procurement, it is incumbent upon the Offeror to seek advice from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <http://www.ethics.gov.state.md.us>. The Procurement Officer may refer any issue raised by a Proposal to the State Ethics Commission. The Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a Proposal that would result in a violation of the Ethics law.

A resulting Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by a Contractor or any State of Maryland employee in connection with this procurement.

16. Assistance in Drafting.

Under the State Government Article, § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <http://www.ethics.gov.state.md.us>.

17. Addenda Acknowledgment.

Offerors must acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement must be included in the Technical Proposal. Refer to Appendix A.1

18. Duration of Offers.

Proposals (consisting of a Technical Proposal and, if applicable, a Price Proposal) shall remain irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the Offeror and the University.

19. Minority Business Enterprises.

Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If a sub-contracting goal and/or subgoals has been set in Section I of the solicitation, refer to Appendix M for further information regarding required process and documentation.

20. Living Wage Requirements.

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Maryland's Living Wage requirement, located at Maryland Code Annotated, State Finance and Procurement Article, Title 18, §§ 18-101 through 18-109. Additional information regarding the Living Wage requirement is contained in Appendix E, if applicable to this solicitation. An Offeror that fails to submit and complete the Affidavit of Agreement contained in Appendix E, if applicable, may be deemed not responsible by the Issuing Office.

21. Conflict of Interest.

The Contractor awarded the Contract shall provide the specified services for UMUC, and must do so impartially, and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a Contractor's Proposal under COMAR 21.06.02.03B. Contractors should be aware that the State Ethics Law, State Government 15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 15 and 16 above. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause.