

UMBC

AN HONORS UNIVERSITY IN MARYLAND

UNIVERSITY OF MARYLAND BALTIMORE COUNTY

REQUEST FOR PROPOSAL # BC-21021VP FOR CREATIVE SERVICES PRINTING CONTRACT

ISSUE DATE: JULY 19, 2016

<u>SIGNIFICANT MILESTONES</u>	<u>TIME</u>	<u>DATE</u>
Issue Date	4:00 PM	Tuesday, July 19, 2016
Pre-Proposal Conference	1:30 PM	Thursday, July 28, 2016
Deadline for Questions	3:00 PM	Wednesday, August 3, 2016
Technical Proposals Due Date	2:00 PM	Thursday, August 11, 2016
Price Proposal Due Date	3:00 PM	on or about Thursday, September 15, 2016 (by Addendum Only)

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

UNIVERSITY OF MARYLAND BALTIMORE COUNTY

1000 Hilltop Circle
Baltimore, Maryland 21250
www.umbc.edu

**CREATIVE SERVICES PRINTING CONTRACT
RFP # BC-21021VP**

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CREATIVE SERVICES PRINTING CONTRACT
RFP # BC-21021VP
SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland Baltimore County (UMBC) is a dynamic public research university integrating teaching, research and service to benefit the citizens of Maryland. As an Honors University, the campus offers academically talented students a strong undergraduate liberal arts foundation that prepares them for graduate and professional study, entry into the workforce, and community service and leadership.

UMBC's 11,243 undergraduates and 2,596 graduate students come from 45 states and 90 foreign countries. Its faculty are deeply committed to providing a distinctive and rich undergraduate experience including opportunities for faculty guided research. At the doctoral level, last year UMBC awarded 75 Ph.D.'s in 17 disciplines. A campus community recognized for its cultural diversity, UMBC is home to the nationally known Meyerhoff Scholarship Program.

The 500-acre campus near Baltimore-Washington International Airport has a budget of approximately \$280 million and has a full-time instructional faculty of about 1,920 members. UMBC is a member of the University System of Maryland and is accredited by the Middle States Association of Colleges and Secondary Schools.

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

B. ISSUING OFFICE

Donna von Paris
University of Maryland Baltimore County
Department of Procurement
Administration Building, Room 732,
1000 Hilltop Circle
Baltimore, MD 21250
Voice: (410)-455-3915
FAX: (410) 455-1009
E-mail: dvonparis@umbc.edu

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

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by **3:00 p.m. Wednesday, August 3, 2016**. Inquiries will receive a written reply. Copies of replies will also be sent to all other proposers, but without identification of the inquirer.

D. DELIVERY OF PROPOSALS

Proposals must be delivered to:

University of Maryland Baltimore County
Department of Procurement
1000 Hilltop Circle, Administration Building, Room 732
Baltimore, MD 21250
Attention: Donna von Paris

E. PROPOSAL CLOSING DATE

In order to be considered, One (1) original, one (1) electronic copy plus four (4) copies (for total of 6), of **Technical Proposal** must arrive at the Issuing Office by **Thursday, August 11, 2016 on or before 2:00 p.m. DST** in order to be considered. Proposers are requested to clearly mark the original copy as such. Late proposals will not be considered. The **Price Proposal** will be requested by Addendum, at a later time.

NOTE: All UMBC mail goes through the UMBC mailroom, so please allow sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 732 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 732 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 732, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received in Room 732 by the due date and time in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

F. PRE-PROPOSAL MEETING

There will be a Pre-Proposal Meeting held in conjunction with the RFP. Attendance at the Pre-Proposal conference is not mandatory. The meeting will be held on **Thursday, July 28, 2016 at 1:30 p.m. in Conference Room 729, which is located on the 7th Floor of the Administration Building.** Visitor Metered Parking is available on the top deck of the Administration Drive Parking Garage. Please refer to the Campus Website for directions and parking: <http://www.umbc.edu/aboutumbc/campusmap/>.

While attendance at the Pre-Proposal Meeting is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable proposals. If your firm plans to send representatives, please call the issuing office by **Friday, July 22, 2016**. We ask that a maximum of two (2) representatives from each company attend this meeting.

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

G. DURATION OF PROPOSAL OFFER

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

H. TERM OF CONTRACT

The contract shall be for an initial period of two (2) year beginning approximately December 1, 2016 and ending November 30, 2018. The University shall have the option to renew the contract for five (5) additional one-year terms, said option(s) to be exercised at the sole discretion of the University.

For a multi-year contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will *not* be permitted), it will be the responsibility of the contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase request *not* received by that time will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any, shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics for the month of May, or 2% whichever is less. For example, if the contract term ends **November 30, 2018**, the price index for the period ending May, 2018 will be used. Statistics will be referenced as a *cap* for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

I. EVALUATION OF OFFERS

A contract award will be made to the responsible proposer(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by a University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract to the vendor(s) whose proposal is/are determined to be the most advantageous to the University.

J. PROPOSAL ACCEPTANCE

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

selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

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

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the proposer as contractor and the University in the form of a University Contract and shall contain the provisions included herein as Appendix C (Service Contract), as well as, any additional terms required by UMBC or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C (Service Contract) and will execute a contract on that form upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee. The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and the University and shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in **Appendix C**, and (3) the Proposer’s response to the RFP and any amendments or changes thereto.

L. ORDER OF PRECEDENCE

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

M. PROPOSAL AFFIDAVIT AND CERTIFICATIONS

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

N. PIGGYBACK CLAUSE

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

END OF SECTION I

**CREATIVE SERVICES PRINTING CONTRACT
RFP # BC-21021VP**

SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for the campus wide printing of postcards, flyers, brochures, business reply cards, envelopes, folders, applications, calendars, booklets and promotional items, as well as, mailing services as described herein. Proposals will be received for the printing services and mailing services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

Proposers may submit a proposal inclusive of all categories to be printed and /or mailed, or one or more categories, however, only one (1) proposal per firm shall be submitted.

B. GENERAL INFORMATION FOR VENDORS

1. Proposals must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.
2. Each proposer must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.
3. At the Pre-Proposal meeting, potential proposers will have an opportunity to: (1) ask and receive answers to all questions regarding the specifications and general conditions, and (2) receive any additional information relating to this contract.
4. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate proposers for proposal preparation expenses.
5. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.
6. Before the award of a contract, UMBC may require the proposer to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the proposer.

C. ADDENDA TO THE RFP

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. Copies of the addenda will be posted to the eBid Board at

www.umbc.edu/adminaffairs/procurement/EBidB.shtml . It is the responsibility of the vendor to check the website frequently until the opening date for addendums, amendments and changes. Reasonable efforts will be made to avoid the identification of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

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

D. CANCELLATION OF THE RFP

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

E. ORAL PRESENTATION

Vendors who submit proposals may be required to make individual presentations to University representatives in order to discuss their proposals.

F. INCURRED EXPENSES

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

G. ECONOMY OF PREPARATION

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

H. ACCEPTANCE OF TERMS AND CONDITIONS

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

I. PROCUREMENT REGULATIONS

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

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.

K. ALTERNATE SOLUTION PROPOSALS

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

L. TELEGRAPHIC/FACSIMILE PROPOSAL MODIFICATIONS

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

M. CONTRACTOR RESPONSIBILITIES

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

N. PUBLIC INFORMATION ACT

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

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

O. MINORITY BUSINESS ENTERPRISE NOTICES

State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation.

Minority Business Enterprise (“MBE”) involvement will be considered in the analysis of the technical portion of this RFP. It is the intent of the University to maximize minority business opportunities. **A *minimum* MBE subcontract participation goal of 20% of the total amount of the contract has been established for this procurement.**

1. An overall MBE subcontractor participation goal of 18% of the total contract dollar amount has been established for this procurement.

In addition, the following Subgoals have been established for this procurement.

- (African-American subgoal percentage) 7% for African American MBE’s
- (Woman-Owned subgoal percentages) 11% for Women-Owned MBE’s.

Notwithstanding an subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all the various MBE classification to meet the remainder of the overall MBE participation goal.

This goal applies to all firms regardless of whether the prime contractor is or is not a MBE firm. All proposals must include, in the technical proposal, a statement as to the expected level of MBE participation (prime contractor and subcontractor) that will be involved in this contract. Proposers may propose percentages that exceed the minimum stated. The “**MDOT Certified MBE Utilization and Fair Solicitation Affidavit**” Form (found in **Appendix A**) must be completed and returned with your Technical Proposal.

Within ten (10) days of notification of award, the successful Proposer must provide the additional MBE Forms: (1) an Outreach Efforts Compliance Statement; and (2) Subcontractor Project Participation Statement (found in **Appendix C**).

P. ARREARAGES

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

Q. TAXES

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

R. RFP RESPONSE MATERIALS

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

S. **PROPOSAL SECURITY** - NOT APPLICABLE

T. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer's proposal only and not include a discussion of a competing proposer's proposal. Debriefings shall be conducted at the earliest feasible time.

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

U. MARYLAND PUBLIC ETHICS LAW, TITLE 15

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

If the Proposer has any questions concerning application of the State Ethics law to the bidder/proposer's participation in this procurement, it is incumbent upon the bidder/proposer to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

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

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

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

W. JOINT VENTURE PROPOSERS

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.)

as requested. As part of the initial technical proposal submission, the proposer must identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document.

NOTE All joint venture parties will be held responsible for the contract obligations jointly and severally.

X. PAYMENTS BY ELECTRONIC FUNDS TRANSFER

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

END OF SECTION II

**CREATIVE SERVICES PRINTING CONTRACT
RFP# BC-21021VP**

SECTION III

TECHNICAL REQUIREMENTS & SPECIFICATIONS

A. BACKGROUND

Creative Services works in partnership with departments across campus to clarify needs and develop design strategies that meet their marketing and communication objectives while maintaining the mission of UMBC. The attached specifications includes some of the projects, however, there may be additional items added as the need arises.

B. SCOPE OF WORK

The University is seeking several contractors for the printing of various media including but not limited to postcards, flyers, brochures, business reply cards, envelopes, folders, applications, calendars, booklets, promotional items and mail services in conjunction with the Creative Services Department. The proposer must be of demonstrable “premium” or “showcase” standards, involving the highest quality materials, reproduction quality, production methods and workmanship. Finishing is held to the highest standards of accuracy, durability and appearance.

The successful contractor must meet the following mandatory requirements.

1. Printing of Materials:
 - a. The University representatives shall have the option to conduct a press inspection, if requested, at no cost to the University. Therefore, the facility of the successful contractor must be located within a 50-mile radius via Google Maps of the UMBC campus.
 - b. The proposer must match the specifications and samples supplied; and be able to type set and format materials from files to match our specifications.
 - c. Pre-press: Capability to format and typeset charts and graphs, and prepare photos.
 - d. The proposer must be able to provide various printing Options: Covers can be printed in 1-color to 4-color processes, and matte, varnish or film laminate finishes are available.
 - e. The proposer must be able to provide multiple forms of binding or folding (perfectly bind, hinge-score, side-glue, etc.) as needed for each category.
 - f. The proposer must be capable of providing proofs within 3 business days of receiving files.

- g. The Proposer must be able to provide Authors Alterations as needed and requested.
- h. Must accept print-ready materials (Adobe InDesign, Acrobat pdfs, or reproductive copy) and be capable of typesetting and formatting from word processing files. Files may be transmitted via the internet and in .zip, .indd, .pdf, .eps, .jpg, doc, format.

2. Mailing of Materials:

- a. Vendor must provide mail services for items being printed.
 - b. Pricing for services be firm for each contract year.
 - c. The types of mailing may be for all in one letters, envelopes, post cards and catalogs which the vendor must be capable of providing.
 - d. Vendor must be able to pick up additional materials at UMBC and incorporated in the mailing services as specified per the job.
 - e. A quote must be provided to UMBC and approved prior to work being started. Additional work required will require a quote which needs to have a signed approval before work is started. These quotes must be attached to invoice submitted for payment. Payment will not be made without prior approval.
 - f. Postage will mail at non-profit or first-class rates using UMBC permit or vendor permit; if vendor permit is used, vendor to bill postage on final invoice.
3. Provide a list of subcontractors and what services/products that they will be providing for this contract.

C. SPECIFICATIONS

The categories and specifications, along with a sample for each item to be printed can be found in **Appendix E**.

D. PERIOD FOR ACCEPTANCE

The selected vendor must agree to an acceptance trial period of performance of NOT LESS THAN ninety (90) consecutive calendar days. This period shall begin on the first fully operational day. The vendor and the University of Maryland Baltimore County shall mutually agree upon, and declare the date that, the contract is considered to be fully operational with respect to the Period of Acceptance.

During the 90-day period, the vendor must perform at a rate and level consistent with the performance specifications contained in the selected vendor's specifications and/or

proposal. Failure to satisfy the "acceptance trial period of performance" may result in specified performance contract termination.

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

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

E. INSURANCE

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

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

1. The following conditions for insurance must be met by the Vendor:

- a. The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and University of Maryland Baltimore County. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.
- b. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers Compensation, and Errors and Omissions in the same manner, including the additional insured requirements in paragraph e. below, i.e., as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.
- c. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to

cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University of Maryland Baltimore County".

- d. No acceptance and/or approval of any insurance by the University of Maryland Baltimore County shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents
- e. NAMED ADDITIONAL INSURED - The University of Maryland Baltimore County and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverage **except Workers Compensation**, and the certificates of insurance (or the certified policies, if requested), must so indicate through inclusion of appropriate endorsement. **Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.**
- f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.
- g. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland Baltimore County or participation institutions from supervising or inspecting the operations of the contractors as the end result.
- h. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

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

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

Maryland Baltimore County. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

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

2. The Contractor shall purchase the following insurance coverage:

- a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted after section "4.1 and 4.2" below must be met. Such Commercial General Liability policy shall include the following extensions:
 - i. It is preferred that the General Aggregate Limit applies separately to this project:
 - ii. Premises/Operations:
 - iii. Actions of Independent Contractors:
 - iv. Products/completed Operations to be maintained for three (3) years after completion of the contract.
 - v. Contractual Liability including protection for the Contractor for claims arising out of liability assumed under this contract.
 - vi. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):
- b. **Business Automobile Liability** which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorists' insurance and automobile contractual liability.
**NOTE: INSURANCE MUST BE ON A PRIMARY BASIS.
CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED
ON CERTIFICATE OR BY ENDORSEMENTS**
- c. **Workers Compensation** - statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.

- d. **Errors and Omissions** - comprehensive liability insurance that covers all task orders in conjunction with this contract.
3. The coverage listed in Section III, Item E-2, above shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**
 - a. Commercial General Liability Insurance including all extensions -
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products liability;
 - \$2,000,000 general aggregate
 - b. Business Automobile Liability -
 - \$2,000,000 each accident
 - c. Workers Compensation insurance - statutory requirements. Employers liability insurance - \$1,000,000 each accidental injury; and \$1,000,000 each employee, \$1,000,000 policy limit for disease.
 - d. Errors and Omissions - \$1,000,000.
 4. **Tort-Claim Act** - It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution..

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

1. Agree to provide certificates of insurance evidencing the above coverage for period of three (3) years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor's or subcontractor's work under this contract,
 - or
2. Purchase an extended [minimum three (3) years] reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The "retroactive date" must be effective prior to the inception of the work under this contract.
4. No "sunset" clauses shall apply.

5. **Additional information:**

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

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

END OF SECTION III

**CREATIVE SERVICES PRINTING CONTRACT
RFP# BC-21021VP**

**SECTION IV:
EVALUATION AND SELECTION PROCEDURES**

A. EVALUATION AND SELECTION COMMITTEE

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

B. EVALUATION PROCEDURE

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

C. TECHNICAL EVALUATION:

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

Technical Proposal Evaluation Criteria:

1. Statement of Approach - [Refer to Section V, Item C-1]
2. Firm Experience/References
3. Key Personnel/References
4. Company Profile

Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Technical Proposals. Only those firms that are short-listed will advance/continue in this procurement process.

Those firms who remain shortlisted after the Technical Evaluation Phase will be asked to submit their Price Proposal.

2. Further information may be required by the University during the technical evaluation process.

D. **PRICE PROPOSAL EVALUATION:**

1. Price Proposals will not be opened publicly.
2. Price Proposals will be evaluated based on the total price as requested on the Price Proposal form.
3. The University may elect to request Best & Final Price Proposal(s).

E. **FINAL PROPOSAL RATING:**

1. Ranking of the Price Proposal will be combined with the corresponding total technical ranking to determine a final rating for each proposal.
2. Technical merit will have a greater weight than price.
3. The University will choose from among the highest rated proposals, those proposals which will best serve the interests of the University in accordance with USM Procurement Policies and Procedures.
4. The University reserves the right to make an award with or without negotiations.

END OF SECTION IV

**CREATIVE SERVICES PRINTING CONTRACT
RFP# BC-21021VP**

**SECTION V:
INFORMATION REQUIRED IN VENDOR PROPOSALS**

A. TRANSMITTAL LETTER

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

B. TWO VOLUME SUBMISSION

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

C. VOLUME I – TECHNICAL PROPOSAL

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

1. Transmittal Letter
2. Statement of Approach to the Contract
3. Completed Forms from **Appendix A**
4. Bid/Proposal Affidavit

Items # 1 through # 4 listed below are considered "Desirable" (D) for purposes of evaluation.

1. **Statement of Approach to the Contract:** The proposer is to define who they are, what they do and what they can do for the University with respect to the objectives of this project.

The proposer must provide a narrative on **how** their firm/team would approach this contract. The purpose of this narrative is not only to outline the tasks to be accomplished in a logical manner, but also to display full comprehension of the services to be provided for this RFP. The narrative shall include sufficient detail to permit proper evaluation by the University and should include specific information pertaining to:

- 1.1 Select the categories for which your firm is submitting a proposal:
 All (check this one if your proposal is for all categories)
Otherwise, check all that apply below)

- Postcards
- Flyers
- Brochures
- Invitations
- Business Reply Cards
- Envelopes
- Folders
- Applications
- Calendars
- Newsletter
- Booklets
- Posters
- Promotional Items
 - Stickers
 - Buttons
 - Magnets

A sample of an item from each category that your firm is proposing to provide must be attached to your Technical Proposals. [Please note that these samples will not be returned.]

- 1.2 Describe how Mail Services will be provided by your organization.
- 1.3 A comprehensive list and quantity of the types of equipment that will be used to support this contract;
- 1.4 Projected time-frame needed to complete each type of item to be printed and any special accommodations for quick-turnaround needs.
- 1.5 Describe how the services/products of the Sub-contractors, if any, will be incorporating into this contract.

2. Firm Experience:

- 2.1 Complete the "**Contract Experience Form**" (found in **Appendix A**) for **three (3) contracts** where these services have been performed within the last three (3) years; and provide the dollar value of each contract. At least one (1) of the three contracts must be in a higher education/academic environment and should be similar in size and scope to The University of Maryland Baltimore County.

List the following on each:

- Name and address of contract location;
- Number of years the contract has been in place;
- Company's name, address, telephone number and contact person;
- Brief description of the scope of the contract and the services performed by your firm;
- Name(s) of the responsible Account Representative within your organization who manages the contract.

- 2.2 **References:** Provide at least **three (3) references** (preferably those from the experience list above in 2.1) of contracts where these services have been performed within the last three (3) years. Provide contact name, address, telephone number and account name and location for each reference. It is **imperative** that **accurate** contact names and phone numbers be given for the contracts listed. All references should include a contact person who can comment on the firm's ability to handle a contract of this type.

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

3. **Company Profile/Background Information:** Complete the Company Profile Form found in **Appendix A** which includes a description of your company and its history, as well as, the management and ownership structure.
4. **Personnel:** The University desires to have a single point of contact with the Contractor for this project. List the names of (1) the Account Representative and (2) his/her back-up for extended absences. The Account Representative must be a direct employee of the proposing firm. **No brokers should respond.**
- 4.1 Complete a "**Key Personnel Form**" (found in **Appendix A**) on the primary Account Representative for this contract, inclusive of their qualifications, number of years with the firm, and prior experience inclusive of the role the person played on other contracts. Please note the estimated percentage of time they will commit to this contract.
- 4.2 Provide three (3) references (preferably those provided in 4.1. above) on the Account Representative. Such references must be able to comment on the person's performance in the role assigned in this proposal. All references will be held in the strictest confidence.
5. **Completed Bid/Proposal Affidavit with Addendum** (found in **Appendix A**).
6. **Acknowledgement of Receipt of Addenda Form:** (found in **Appendix A**) In the event addenda to the solicitation documents are issued prior to the due date and time for proposals, this form is to be completed and enclosed with the proposal.

Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the

proposals, which are deemed immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

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

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

D. VOLUME II – PRICE PROPOSAL

Price Proposals are not being requested at this time. The request for the Price Proposal will be issued via Addendum to those firms who are shortlisted as a result of technical evaluation. This volume must be submitted in a sealed envelope separate and apart from the technical volume. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL". It must contain the following:

1. **Price Proposal Form:** Complete the Price Proposal Form in **Appendix B**. The Price Proposal shall be filled out **completely** in ink or typed. Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. **Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.**
2. **Price Proposal Due Date/Time:** The anticipated due date and time for the Price Proposal is **Thursday, June 23, 2016 at 3:00 p.m.**, however, the University will confirm this date and time, and any revisions to the Price Proposal Form, with those Proposers that move into this phase of the procurement, via Addendum. **Price Proposals will be opened privately.**

E. SUBMISSION

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

END OF SECTION V

VI. APPENDICES

- APPENDIX A** - Technical Proposal Forms
- APPENDIX B** - Price Proposal Form
- APPENDIX C** - Contract Forms
- APPENDIX D** - Definitions
- APPENDIX E** - Specifications

ATTACHMENT A
Technical Proposal Forms

The following forms must be included within the Technical Proposal. However, please refer to Section 00300 for further information required contents of the Technical Proposal. Completion of these forms is not the entire contents of the Technical Proposal. See Section V, Item C for full details.

- Contract Experience/Reference Form
- Key Personnel/Reference Form
- Company Profile Form
- Bid/Proposal Affidavit
- Acknowledgement of Receipt of Addenda
- MDOT Certified MBE Utilization and Fair Solicitation Affidavit
- MBE Waiver

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

Page 1 of 1

PROPOSER'S NAME: _____

CLIENT'S NAME: _____

CLIENT CONTACT PERSON'S NAME: _____

CLIENT'S ADDRESS: _____

CLIENT'S TELEPHONE NUMBER: _____

TYPE OF CONTRACT: (Check all that apply)

CLIENT'S EMAIL ADDRESS: _____

- Academic/Higher Education (1 of the 3 should be in an academic environment)
- Government Agency
- Hospital/Medical Institution
- Other: _____

Annual/Contract Dollar Size: \$ _____

Contract or Services Performed: FROM: _____ TO: _____

Name of Proposing Firm's Account Representative who manages this contract: _____

NAME OF PROPOSING FIRM'S ACCOUNT REPRESENTATIVE WHO MANAGES THIS CONTRACT: _____

TYPE OF SERVICES BEING PROVIDED: (CHECK ALL THAT APPLY)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Postcards | <input type="checkbox"/> Business Reply Cards | <input type="checkbox"/> Envelopes | <input type="checkbox"/> Photocopying |
| <input type="checkbox"/> Flyers | <input type="checkbox"/> Brochures | <input type="checkbox"/> Flat Forms | <input type="checkbox"/> Typesetting |
| <input type="checkbox"/> 2-Color | <input type="checkbox"/> 3-Color | <input type="checkbox"/> 4-Color | <input type="checkbox"/> Electronic disk services |
| <input type="checkbox"/> Halftones | <input type="checkbox"/> Duotones | <input type="checkbox"/> Binding | <input type="checkbox"/> Folding |
| <input type="checkbox"/> Invitations | <input type="checkbox"/> Folders | <input type="checkbox"/> Applications | <input type="checkbox"/> Calendar |
| <input type="checkbox"/> Newsletter | <input type="checkbox"/> Booklets | <input type="checkbox"/> Promotional Items: Stickers, Buttons, Magnets | |
| | <input type="checkbox"/> Other: _____ | | |
| | <input type="checkbox"/> Mail Services | | |

PROVIDE A BRIEF, BUT DETAILED, DESCRIPTION OF THE SIMILARITIES OF THIS CONTRACT SCOPE TO THE REQUIREMENTS AND SCOPE FOR PRINTING SERVICES:

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**CREATIVE SERVICES PRINTING CONTRACT
RFP-BC-21021VP
KEY PERSONNEL FORM**

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

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

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

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

4.1 **CURRENT EMPLOYER'S NAME:** _____
DATES OF EMPLOYMENT: _____
POSITION HELD DURATION BY DATE

4.2 **PRIOR EMPLOYER'S NAME:** _____
DATES OF EMPLOYMENT: _____
POSITION HELD DURATION BY DATE

4.3 **PRIOR EMPLOYER'S NAME:** _____
DATES OF EMPLOYMENT: _____
POSITION HELD DURATION BY DATE

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

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

6.1 **CONTACT PERSON:** _____ **TELEPHONE #:** _____
COMPANY NAME: _____

PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS? _____
_____ \$ _____
DESCRIPTION OF CONTRACT SERVICED: _____

6.2 CONTACT PERSON: _____ TELEPHONE #: _____
COMPANY NAME: _____
PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS? _____
_____ \$ _____
DESCRIPTION OF ACCOUNT SERVICED: _____

6.3 CONTACT PERSON: _____ TELEPHONE #: _____
COMPANY NAME: _____
PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS? _____
_____ \$ _____
DESCRIPTION OF ACCOUNT SERVICED: _____

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

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

END OF FORM

CREATIVE SERVICES PRINTING CONTRACT – RFP-BC-21021VP

COMPANY PROFILE FORM

Page 1 of 2

COMPANY NAME: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

OF YEARS IN BUSINESS: _____ NUMBER OF EMPLOYEES: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

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

HEADQUARTERS LOCATION:

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

DISTANCE (MILES) FROM THE UMBC CAMPUS: _____

TYPE(S) OF WORK PERFORMED AND SERVICES PROVIDED:

BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". 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. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

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. 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, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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

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

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

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

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) 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, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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, construction related 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. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. ACKNOWLEDGEMENT

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

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

Date: _____ By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

RFP NO.: RFP #BC-21021-VP

TECHNICAL PROPOSAL DUE DATE: THURSDAY, AUGUST 11, 2016 on or before 2:00 p.m.

RFP FOR: CREATIVE SERVICES PRINTING CONTRACT

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _dated _____

Addendum No. _dated _____

Addendum No. _dated _____

Addendum No. _dated _____

Addendum No. _dated _____

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

Signature _____

Printed Name _____

Title _____

Date: _____

MBE ATTACHMENT A-1A:
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a

procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA's website (www.goma.maryland.gov) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any.
7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment ___-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

Subgoals

Total African American MBE Participation:	7%
Total Asian American MBE Participation:	0%
Total Hispanic American MBE Participation:	0%
Total Women-Owned MBE Participation:	11%

Overall Goal

Total MBE Participation (include all categories):	18%
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MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. **BC-21012-VP**, I affirm the following:

- 1. MBE Participation (PLEASE CHECK ONLY ONE)** [Agency should insert the participation goal and subgoal amounts from the PRG and Subgoal Worksheet in the blanks below and delete any of the subgoals that do not apply to this solicitation and then delete this sentence of instruction.]

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and all of the following subgoals:

percent for African American-owned MBE firms
percent for Hispanic American-owned MBE firms
percent for Asian American-owned MBE firms
percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 Working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment ___-1C)
- (b) Outreach Efforts Compliance Statement (Attachment ___-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments ___-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT certified.

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____% Description of the Work to be performed with MBE prime's own forces: _____ _____
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____

MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____

Continue on separate page if needed

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Authorized Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT A-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. "All" Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. "Electronic Means" includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment 1-C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment 2).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment 1-C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 1-C, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

MBE ATTACHMENT A-1C

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I affirm that I have reviewed Attachment ___-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment ___-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

**PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO
MBE FIRMS**

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 1-B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 1 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

APPENDIX B
PRICE PROPOSAL FORM

APPENDIX B

PRICE PROPOSAL FORMS

RFP NO.: BC-21021VP
PRICE PROPOSAL DUE: **THURSDAY, September 15, 2016 at 3:00 P.M.**
PROPOSAL FOR: CREATIVE SERVICES PRINTING CONTRACT
PROPOSER: _____

Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

DATE _____

Ms. Donna von Paris
Department of Procurement Services
University of Maryland Baltimore County
Administration Building, Room 732
1000 Hilltop Circle
Baltimore, MD 21250

Dear Ms. Von Paris:

The undersigned hereby submits the Price Proposal as set forth in RFP # BC-21021VP dated July 19, 2016 and the following subsequent addenda:

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

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in the RFP and subsequent Addenda as noted above.

By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the RFP including any issued addenda.

The pricing provided in the following Sections is to include all of the Contractor's costs to perform the services (i.e. overhead, profit, etc.). No additional compensation will be applicable for these services, unless **additional** services are requested by the University which are outside of the scope of services specified within this RFP document.

PROPOSER: _____

Please provide pricing in the box beneath each quantity for each type of item or category that corresponds to the Technical Proposal submitted by your firm. Only complete those categories that you selected to provide in your Technical Proposal.

1. POSTCARDS

Quantities	200	250	500	1000	Additional 1000
5x7 2/2 full bleeds					
5x7 4/4 full bleeds					
10 ½ x 5 ¼ 2/2 full bleeds					
10 ½ x 5 ¼ 4/4 full bleeds					

2. FLYERS

Quantities	100	250	500	1000	Additional 1000
2/2 full bleeds					
4/4 full bleeds					

PROPOSER: _____

3. BROCHURES

3.1	Brochure #1	500	1000	5000	7500	10,000	15,000
3.2	Brochure #2	1000	25000	500			
3.3	Brochure #3	250	500	1,000	Additional 1000		
	a) 8 ½ x 11"						
3.4	Brochure #4	1500	2000	2500			
3.5	Brochure #5	500	1000	2500			
3.6	Brochure #6	10,000	12,000	15,000	20,000		

4. INVITATIONS

4.1	Invite #1	500	1000	2500	3500	4500	Additional 1000
	a) 2/2 full bleeds						
	b) 4/4 full bleeds						
4.2	Invite #2	1000	2500	5000	7500		
	a) 2/2 full bleeds						
	b) 4/4 full bleeds						
4.3	Invite #3	1000	2500	3500	4500		

PROPOSER: _____

5. BUSINESS REPLY CARDS

Quantity	250	500	1000	Additional 1000
4" x 6"				
5 3/4" x 3 1/4"				
5 3/4" x 3 3/4"				
5 3/4" x 9 1/4"				
6 1/2 x 4 3/4"				

6. ENVELOPES

Size / Quantity	500	1000	Additional 1000
#9 (3.875" x 8.875")			
#10 (4.125" x 9.5")			
#10 window (4.125" x 9.5")			
A-2 (4.375" x 5.75")			
A-6 (4.75" x 6.5")			
A-7 (5.25" x 7.25")			
#6 Baronial (4.75" x 6.5")			
Business Lee (5.25" x 7.25")			
#6-1/2 Booklet (6" x 9")			
#10 Booklet (9.5" x 12.625")			
#13 Booklet (10" x 13")			
#7 Square (7" x 7")			

PROPOSER: _____

7. FOLDERS

	Quantity	500	750	1000	2500	5000
7.1	Folder 1: 2/2 with and w/o bleeds					
	Folder 1: 4/4 with and without bleeds					
		500	750	1000	2500	5000
7.2	Folder 2: 2/2 with and without bleeds					
	Folder 2: 4/4 with and without bleeds					
		1500	2000	2500		
7.3	Folder 3					

PROPOSER: _____

8. APPLICATIONS

	Quantity	500	1000	1500			
8.1	Application #1 (with envelope)						
	Application #1 (without envelope)						
		150	300	500			
8.2	Application #2 (with envelope)						
	Application #2 (without envelope)						
		500	1000	1500			
8.3	Application #3 (with envelope)						
	Application #3 (without envelope)						
		150	200	500	750	1000	1500
8.4	Application #4: 2/2 full bleeds (with envelope)						
	Application #4: 2/2 full bleeds (without envelope)						
	Application #4 4/4 full bleeds (with envelope)						
	Application #4 4/4 full bleeds (without envelope)						

Note: Please include pricing for saddlestitching a standard #10 white wove envelope printing 1/0 into each version of the application noted above. Please provide the pricing with and without an envelope.

9. CALENDARS

	Quantity	20,000	40,000	50,000	60,000
9.1	Calendar #1				
9.2	Calendar #2				

10. NEWSLETTER

Quantity	7500	9500	10,500	11,500
Newsletter				

PROPOSER: _____

11. BOOKLETS

	Quantity	1500	2000	2500
11.1	Booklet #1			
11.2	Booklet #2			

12. POSTERS

Size / Quantity	50	100	250	500	1000
30" x 15"					
20" x 24"					
18" x 24"					
11" x 17"					

13. PROMOTIONAL ITEMS

13.1 Stickers

Quantity	500	1000	2000
1/0 no bleeds; 1" round			
1/0 no bleeds; 1 1/2" round			
1/0 no bleeds; 1" square			
2/0 no bleeds; 1" round			
2/0 no bleeds; 1 1/2" round			
2/0 no bleeds; 1" square			
4/4 no bleeds; 1" round			
4/4 no bleeds; 1 1/2" round			
4/4 no bleeds: 1" square			

PROPOSER: _____

13.2 Buttons:

Quantity	100	250	500	750	1000
2/0 no bleeds; ¼" round					
2/0 no bleeds; 2-1/4" round					
2/0 no bleeds; 1-1/2" x 4-1/5" rectangular					
2/0 no bleeds; 2" x 3" rectangular					
2/0 no bleeds; 1-1/2" x 1-1/2" square					
2/0 no bleeds; 2-1/2" x 2-1/2" square					
2/0 no bleeds; 2-3/4" x 1-3/4" oval					
4/0 no bleeds; ¼" round					
4/0 no bleeds; 2-1/4" round bleeds					
4/0 no bleeds; 1-1/2" x 4-1/5" rectangular					
4/0 no bleeds; 2" x 3" rectangular					
4/0 no bleeds; 1-1/2" x 1-1/2" square					
4/0 no bleeds; 2-1/2" x 2-1/2" square					
4/0 no bleeds; 2-3/4" x 1-3/4" oval					

PROPOSER: _____

13.3 Magnets:

Quantity	100	250	500	750	1000
2/0 full bleeds; 2" x 3-1/2"					
2/0 full bleeds; 3" x 5"					
2/0 full bleeds; 4" x 7"					
4/0 full bleeds; 2" x 3-1/2"					
4/0 full bleeds; 3" x 5"					
4/0 full bleeds; 4" x 7"					

14. Mailing Services:

	Per Job	Per Pick up/ Return
Preparation of mailing addresses:		
Convert disk or email to mail house system	\$	
Dedupe (find, purge and merge) multiple mailing lists	\$	
Run list through postal software to standardize addresses, verify 5 digits zip and append zip+4 and carrier routes to maximize postage discounts.	\$	
Reproduction Services:		
Prep for personalized letter	\$	
Personalize and laser letters using mailing list	\$	
Pick up from UMBC		\$
Return excess material to UMBC		\$
Delivery to Post Office	\$	

PROPOSER: _____

Mailing Services:

	Per Piece	Per Insert	Per hand seal and meter	Per Machine Seal & Meter	Per Postage Stamp	Per Skid / Per Month
Collation of mailing pieces:						
Collate 2 pieces and insert	\$					
Collate 3 pieces and insert	\$					
Collate 4 pieces and insert	\$					
Insert pieces or collated pieces into and envelope or poly bag:						
Hand insert into an envelope		\$				
Machine insert into an envelope		\$				
Machine insert into a custom envelope		\$				
Machine insert into a poly bag		\$				
Seal and Meter:						
Hand seal and meter			\$			
Machine seal and meter				\$		
Apply postage stamp					\$	
Storage fee per skid per month						\$

PRICE PROPOSAL

RFP# BC-21021VP

Page 11

PROPOSER: _____

Mailing Services:

Quantity	1-500	501- 2,500	2,501- 10,000	10,101- 25,000	25,001 – 50,000	50,001 – 100,000
Inkjet addresses onto envelopes / per address	\$					
Print labels/per print label	\$					
Affix labels onto envelope or mailing piece provided / per affix label	\$					
Affix self-mailer with clear perforated tab(s):						
Per Machine Tab	\$					
Per Hand Tab	\$					
Folding:						
Per standard letter fan fold	\$					
Per standard letter gate fold	\$					
Per custom letter fan fold	\$					
Per custom letter gate fold	\$					
Per standard hand folding	\$					
Presort, band and tray in zip order/per hand tab	\$					

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents.

We understand that the evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents.

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 Primary Account Representative named within our Technical Proposal will be assigned to the University for the duration of this contract.

The undersigned hereby certifies that he/she is a duly authorized officer of the Proposing Firm and can bind the Proposer to the prices quoted herein.

Proposer (Company Name)

Authorized Signature

Print Name

Title

END OF PRICE PROPOSAL FORM

APPENDIX C
CONTRACT FORMS

Services Contract
Contract Affidavit
MBE Forms: Outreach Efforts Compliance Statement
Subcontractor Project Participation Certification

CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the ___ day of _____, 2016, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland (“University”), 1000 Hilltop Circle, Baltimore, Maryland 21250, and _____ (“Contractor”), for (), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on _____ and terminate on _____.
2. **SCOPE OF CONTRACT:** The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. _____ and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.
3. **COMPENSATION AND METHOD OF PAYMENT:**
 - A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor \$_____.
 - B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is _____.
 - C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.
4. **DELIVERY:** Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.
5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
6. **RESPONSIBILITY OF CONTRACTOR:**
 - A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
 - B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.

7. **DISSEMINATION OF INFORMATION:**
 - A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
 - B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.
8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at anytime during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.
9. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**
 - A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
 - B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys' fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.
 - C. If any products furnished by Contractor become, or in Contractor's opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.
10. **DISPUTES:** This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.
11. **NONDISCRIMINATION IN EMPLOYMENT:** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably

- to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
12. **CIVIL RIGHTS ACT 1964**: Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.
 13. **AFFIRMATIVE ACTION**: The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland's Executive Order 01.01.1993.16.
 14. **CONFLICT OF INTEREST LAW**: It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.
 15. **CONTINGENT FEE PROHIBITION**: The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
 16. **INTELLECTUAL PROPERTY**: Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.
 17. **SOFTWARE CONTRACTS**: N/A
 18. **EPA COMPLIANCE**: Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.
 19. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS**: If the General Assembly fails to appropriate funds or if funds are not otherwise made available

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

20. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
22. **TERMINATION OF MULTIYEAR CONTRACTS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
23. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of

- services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
24. **VARIATIONS IN ESTIMATED QUANTITIES**: No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.
25. **LIQUIDATED DAMAGES**: N/A
26. **SUSPENSION OF WORK**: The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.
27. **PRE-EXISTING REGULATIONS**: In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
28. **FINANCIAL DISCLOSURE**: The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
29. **POLITICAL CONTRIBUTION DISCLOSURE**: The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
30. **RETENTION OF RECORDS**: The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

31. **AUDIT:** The University reserves the right to request an independent review of the Contractor's financial operations and overall contract compliance ("Review"). The Review would be at the Contractor's expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.
32. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:
- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.
33. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
 - B. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
 - C. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.
34. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows: or insert "N/A" if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
- A. the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
 - B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
 - C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

35. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.
36. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
37. **INDEMNIFICATION:** The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
38. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES:** Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.
39. **USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE:**
- A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:
- (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
 - (2) not otherwise inconsistent with the Contract Documents.
- B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:
- (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
 - (2) the document is executed on behalf of the University by the procurement officer; and
 - (3) execution of the document is approved by the procurement authority whose approval is required by law.
40. **ASSIGNMENT:** This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

41. **WAIVER OF JURY:** UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.
42. **MARYLAND LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.
43. **FORCE MAJEURE:** If either party's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party's control, then each party's obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.
44. **SUCCESSORS AND ASSIGNS.** This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.
45. **COMPLIANCE WITH FERPA:** The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended ("FERPA"), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.
46. **CONTRACT CONTROLS:** It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract.

The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.

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

48. **ENTIRE AGREEMENT:**

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

(Signatures to be placed on the following page)

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

Contractor:

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

University of Maryland Baltimore County

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

CONTRACT AFFIDAVIT

(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) SAMPLE and the duly authorized representative of (business) SAMPLE 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 _____, 20__, 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: _____

MBE Attachment C - 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

4. **Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

5. **Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**MBE Attachment C-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT __-1A) WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) 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/Proposal and:

fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;

fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;

fail to use the certified Minority Business Enterprise in the performance of the Contract; or

pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

MBE Attachment C-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

PRIME CONTRACTOR	SUBCONTRACTOR
Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____ _____	Printed Name and Title: _____ _____
Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____
Date: _____	Date: _____

**MBE Attachment C-3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT __-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

<p>MBE PRIME CONTRACTOR</p> <p>Signature of Representative:</p> <p>_____</p> <p>Printed Name and Title: _____</p> <p>_____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>_____</p> <p>Telephone: _____</p> <p>Date: _____</p>

MBE Attachment 1-4A
University of Maryland Baltimore County
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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Prime Contractor:		Contact Person:																																								
Address:																																										
City:		State:	ZIP:																																							
Phone:	Fax:	E-mail:																																								
MBE Subcontractor Name:		Contact Person:																																								
Phone:	Fax:																																									
Subcontractor Services Provided:																																										
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;"><u>Invoice#</u></th> <th style="width: 30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid this Month: \$ _____</td> <td></td> </tr> <tr> <td colspan="2">Total Dollars Paid To-Date: \$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid this Month: \$ _____			Total Dollars Paid To-Date: \$ _____			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%; text-align: center;"><u>Invoice #</u></th> <th style="width: 30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
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Total Dollars Unpaid: \$ _____																																										

- If more than one MBE subcontractor is used for this contract, you must use separate 1-4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment 1-4B

Signature: _____ Date: _____
 (Required)

Print Name: _____ Title: _____

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

University of Maryland Baltimore County

Procurement Department

Attn: Sharon Quinn, Director of Procurement/Ann Fusselbaugh, Buyer I, Procurement

1000 Hilltop Circle, Administration Building #723

Baltimore, MD 21250 Phone: 410-455-2273 Email: fusselba@umbc.edu

MBE ATTACHMENT D-5
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

MBE Subcontractor Name:																																			
MDOT Certification #:																																			
Contact Person:		E-mail:																																	
Address:																																			
City:	State:	ZIP:																																	
Phone:	Fax:																																		
Subcontractor Services Provided:																																			
List all payments received from Prime Contractor during reporting period indicated above. <table border="1"> <thead> <tr> <th></th> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td colspan="3">Total Dollars Paid for this month: \$ _____</td></tr> <tr><td colspan="3">Total Dollars Paid To-Date: \$ _____</td></tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid for this month: \$ _____			Total Dollars Paid To-Date: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table border="1"> <thead> <tr> <th></th> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td colspan="3">Total Dollars Unpaid: \$ _____</td></tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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Total Dollars Unpaid: \$ _____																																			
Prime Contractor:		Contact Person:																																	

Signature: _____ Date: _____
 (Required)

Print Name: _____ Title: _____

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

University of Maryland Baltimore County Procurement Department Attn: Sharon Quinn, Director of Procurement / Ann Fusselbaugh, Buyer I, Procurement 1000 Hilltop Circle, Administration Building, #732 Baltimore, MD 21250 Phone: 410-455-2273 Email: fusselba@umbc.edu
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APPENDIX D

DEFINITIONS

1. General Definitions

- 1.1 Award means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.
- 1.2 COMAR refers to the *Code of Maryland Regulations*.
- 1.3 Contract means the agreement entered into by the University as a result of this solicitation.
- 1.4 Contractor means the successful Proposer receiving a contract as a result of this solicitation.
- 1.5 MBE means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation. .
- 1.6 Proposer means any person submitting a response to an RFP.
- 1.7 Proposals means the response by a Proposer to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Proposer’s price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.
- 1.8 RFP means Request for Proposal(s).
- 1.9 USM means the University System of Maryland.

APPENDIX E

SPECIFICATIONS

The following are the categories and specifications for each type of item to be printed and mail services. Quantities may vary within each category, with each printing.

A. Printing of Materials:

1. POSTCARDS

Paper Options: 12pt. C1S (coated one side)
Size Options: 5 x 7
10-1/2 x 5-1/4
Ink Options: 2/2 full bleeds
4/4 full bleeds
Quantities: 200/250/500/1000 then cost per additional 1000

2. FLYERS

Paper Option: 32# Bond or Hammermill Laser
Ink Options: 2/2 full bleeds
4/4 full bleeds
Size: 8 1/2 "x 11"
Quantities: 100/250/500/1000, then cost per additional 1000

3. BROCHURES

3.1 Brochure #1:
Paper Option: 80# Text uncoated
Ink Option: 2/2 full bleeds
Size: 11" x 17" flat folded to 8-1/2" x 11"
Quantities: 500/1000/5000/7500/10000/15000

3.2 Brochure #2:
Paper Option: 80# Cover Gloss
Ink Option: 4/4 full bleeds
Size: 8" x 9-1/4" flat folded to 4" x 9-1/4"
Quantities: 1000/2500/5000

3.3 Brochure #3:
Paper Option: 80# Text gloss
Ink Option: 2/2 full bleeds
4/4 full bleeds
Size: 9" x 12" flat folded to 4" x 9"
8-1/2" x 11" flat folded to 8-1/2" x 3.666"
Quantities: 250/500/1000, then cost per additional 1000

3.4 Brochure #4:

Paper Option: 100# Cover uncoated
Ink Option: 5/5 (CMYK + flood dull varnish) full bleeds
Size: 6-3/4" x 20-1/8" flat folded to 6-3/4" x 6-3/4"
Quantities: 1500/2000/2500

3.5 Brochure #5:

Paper Option: Cover - 80# Cover uncoated
Text- 80# Text uncoated
Ink Option: Cover & Text- 4/4 full bleeds
Size: Cover- 12 x 9-1/2" flat folded to 4-1/2" x 9-1/2" with
3" pocket on left side
Text- 9 x 9-1/2" flat folded to 4-1/2" x 9-1/2"
Page count: 12 pages plus cover
Quantities: 500/1000/2500

3.6 Brochure #6:

Paper Option: 80# Text Gloss
Ink Option: 4/4 full bleeds
Size: 11" x 17" flat folded to 8-1/2" x 3.666"
Once folded to 8-1/2" x 11"- piece needs to be tri-
folded
Quantities: 10000/12000/15000/20000

4. INVITATIONS

4.1 Invite #1:

Paper Option: 80# Cover uncoated
Ink Option: 2/2 full bleeds
4/4 full bleeds
Sizes: 7" x 10" flat folded to 5" x 7"
Quantities: 500/1000/2500/3500/4500/5500/6500/7500

4.2 Invite #2:

Paper Option: 80# Cover uncoated
Ink Options: 2/2 full bleeds
4/4 full bleeds
Size: 6" x 12-3/4" flat folded to 6" x 4-1/4"
Roll fold and perf along 6" side where indicated
Quantities: 1000/2500/5000/7500

4.3 Invite #3:

Paper Option: 80# Text uncoated
Ink Option: 2/2 full bleeds
Size: 16" x 6" flat folded to 4" x 6"
Double gate fold and perf along 6" side where indicated
Quantities: 1000/2500/3500/4500

5. BUSINESS REPLY CARDS

Paper Option: 80# Cover uncoated
Ink Option: 1/1 no bleeds
Sizes: 4" x 6"
5-3/4" x 3-1/4"
5-3/4" x 3-3/4"
5-3/4" x 9-1/4"
6-1/2" x 4-3/4"
Quantities: 250/500/1000, then cost per additional 1000's

6. ENVELOPES

Paper Option: 24# Standard White Wove
Ink Option: 2/0 No bleeds
Sizes: #9 (3.875" x 8.875")
#10 (4.125" x 9.5")
#10 window (4.125" x 9.5")
A-2 (4.375" x 5.75")
A-6 (4.75" x 6.5")
A-7 (5.25" x 7.25")
#6 Baronial (4.75" x 6.5")
Business Lee (5.25" x 7.25")
#6-1/2 Booklet (6" x 9")
#10 Booklet (9.5" x 12.625")
#13 Booklet (10" x 13")
#7 Square (7" x 7")
Quantities: 500/1000 then additional cost per 1000

7. FOLDERS

7.1 Folder #1:

Paper Option: 120# Cover uncoated
Ink Options: 2/2 with and without bleeds
4/4 with and without bleeds
Size: standard 9 x 12 with 4" pockets on left and right side
Quantities: 500/750/1000/2500/5000

7.2 Folder #2:

Paper Option: 120# Cover Gloss
Ink Options: 2/2 with and without bleeds
4/4 with and without bleeds
Size: standard 9 x 12 with 4" pockets on left and right side
Quantities: 500/750/1000/2500/5000

7.3 Folder #3:

Paper Option: 90# Cover Superfine Smooth Ultra White or equivalent
Ink Option: 2/2 full bleeds
Size: standard 9 x 12 folder with center 4" pocket
Gate folded
Quantities: 1500/2000/2500

8. APPLICATIONS

8.1 Application #1:

Paper Option: 100# Text uncoated
Ink Option: 2/2 full bleeds
Size: 11" x 17" flat folded to 8-1/2" x 11"
Page Count: 16 page self-cover, saddlestitched
Quantities: 500/1000/1500

8.2 Application #2:

Paper Option: 80# Text uncoated
Ink Option: 2/2 full bleeds
Size: 11" x 17" flat folded to 8-1/2 x 11"
Page Count: 8 page self-cover, saddlestitched
Quantities: 150/300/500

8.3 Application #3:

Paper Option: 80# Text uncoated
Ink Option: 2/2 full bleeds
Size: 25-1/2" x 11" flat tri-folded to 8-1/2" x 11"
Quantities: 500/1000/1500

8.4 Application #4:

Paper Option: 80# Text uncoated
Ink Options: 2/2 full bleeds
4/4 full bleeds
Size: 11" x 17" flat folded to 8-1/2" x 11"

Quantities: 150/200/500/750/1000/1500

Note: Please include pricing for saddlestitching a standard #10 white wove envelope printing 1/0 into each version of applications noted above. Please provide the pricing with and without an envelope in the Price Proposal.

9. CALENDARS

9.1 Calendar Option #1:

Paper Option: 80# Cover uncoated
Ink Option: 2/2 full bleeds
Size: 28" x 4" flat roll folded to 4" x 7"
Quantities: 20000/40000/50000/60000

9.2 Calendar Option #2:

Paper Option: 80# Cover uncoated
Ink Option: 2/2 full bleeds
Size: 11" x 15" flat tri-folded to 5" x 11"
Quantities: 45000/50000/55000/60000

10. NEWSLETTER

Paper Option: 80# Text uncoated
Ink Option: 4/4 full bleeds
Size: 11" x 17" flat folded to 5-1/2" x 8-1/2"
Folds in half to 8-1/2" x 11" then in half again to 5-1/2" x 8-1/2"
Quantities: 7500/9500/10500/11500

11. BOOKLETS

11.1 Booklet #1:

Paper Option: Cover- 80# Cover coated
Text- 80# Text coated
Ink Option: Cover- 2/1 no bleeds
Text- 1/1 no bleeds
Size: 9-1/2" x 7" flat folded to 4-3/4" x 7"
68 pages plus cover saddlestitched
Quantities: 1500/2000/2500

11.2 Booklet #2:

Paper Option: Cover- 80# Cover coated
Text- 80# Text coated
Ink Option: Cover- 2/1 no bleeds
Text- 1/1 no bleeds
Size: 11" x 17" flat folded to 8-1/2" x 11"

Quantities: 72 pages plus cover saddlestitched
3000/3500/4000

12. POSTERS

Paper Option: 100# Cover Gloss
Ink Option: 4/0 full bleeds
Sizes: 30" x 15"
20" x 24"
18" x 24"
11" x 17"
Quantities: 50/100/250/500/1000

13. PROMOTIONAL ITEMS

13.1 Stickers:

Paper Option: self-adhesive standard white
Ink Options: 1/0 no bleeds
2/0 no bleeds
4/4 no bleeds
Sizes: 1" round
1-1/2" round
1" square
Quantities: 500/1000/2000

13.2 Buttons:

Ink Options: 2/0 no bleeds
4/0 no bleeds
Sizes: 1-1/4" round
2-1/4" round
1-1/2" x 4-1/5" rectangular
2" x 3" rectangular
1-1/2" x 1-1/2" square
2-1/2" x 2-1/2" square
2-3/4" x 1-3/4" oval
Quantities: 100/250/500/750/1000

13.3 Magnets:

Ink Options: 2/0 full bleeds
4/0 full bleeds
Sizes: 2" x 3-1/2"
3" x 5"
4" x 7"
Quantities: 100/250/500/750/1000

B. MAIL SERVICES

1. Preparation of mailing addresses:
 - a. convert disk or email to mail house system
 - b. dedupe (find, purge and merge) multiple mailing lists.
 - c. run list through postal software to standardize addresses, verify 5 digit zip and append zip+4 and carrier routes to maximize postage discounts.
 - d. inkjet addresses onto envelopes
 - e. print labels
 - f. affix labels onto envelope or mailing piece provided

2. Affix self mailer with clear perforated tab(s)
 - a. machine tab
 - b. hand tab

3. Reproduction Services:
 - a. prep for personalized letter
 - b. personalize and laser letters using mailing list

4. Folding:
 1. standard letter fan fold
 2. standard letter gate fold
 3. custom letter fan fold
 4. custom letter gate fold
 5. hand folding

4. Collation of mailing pieces:
 1. collate 2 pieces and insert
 2. collate 3 pieces and insert
 3. collate 4 pieces and insert

5. Insert pieces or collated pieces into an envelope or poly bag:
 1. hand insert into an envelope
 2. machine insert into an envelope
 3. machine insert into a custom envelope
 4. machine insert into a poly bag

6. Seal and Meter:
 1. Hand seal and meter
 2. machine seal and meter
 3. apply postage stamp

7. Presort, band and tray:
 1. presort, band and tray in zip order
8. Deliver to Post Office
9. Return excess materials to UMBC
10. Storage fee per skid per month

End of Appendix E

END OF RFP DOCUMENT