



INVITATION FOR BID
FOR
CREATIVE SERVICES PRINTING CONTRACT

IFB NUMBER: BC-21354-C
ISSUED: NOVEMBER 14, 2023

Procurement/Issuing Office:

Department of Procurement & Strategic Sourcing
University of Maryland, Baltimore County
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250

Table of Contents

Key Information Sheet.....	4
1. Contractor Requirements: Scope of Work.....	5
1.1. Summary Statement.....	5
1.2. Background.....	5
1.3. Minimum Qualifications.....	6
1.4. Deliverables	6
2. Contractor Requirements: General	8
2.1. Invoicing	8
2.2. Problem Escalation Procedure.....	9
2.3. Substitution of Personnel.....	9
2.4. Minority Business Enterprise (MBE) and Veteran Small Business Enterprise (VSBE) Reports .9	
2.5. Assignment of Work.....	9
3. Procurement Instructions	10
3.1. Pre-Bid Conference	10
3.2. Questions and Addenda.....	10
3.3. Bid Due Date and Time.....	10
3.4. Multiple or Alternate Bids.....	11
3.5. Receipt and Recording of Bids.....	11
3.6. Award Basis	11
3.7. Site Investigation.....	12
3.8. Duration of Bid.....	12
3.9. Modifications and Withdrawals of Bids.....	12
3.10.Cancellations	12
3.11.Bid Acceptance.....	12
3.12.Confidential/Proprietary Information.....	12
3.13.Incurred Expenses	13
3.14.Debrief.....	13
3.15.Acceptance of Terms and Conditions	13
3.16.Bid Affidavit.....	13
3.17.Arrearages	12
3.18.Incorporation by Reference	13
3.19.Conflicting Terms.....	13

3.20. Payments by Electronic Funds Transfer.....	14
3.21. MBE Participation Goals.....	13
3.22. MBE Notice.....	15
3.23. Conflict of Interest Affidavit and Disclosure	15
4. Bid Format	15
4.1. Two Part Submission	15
4.2. Required Attachments	17
5. Evaluation Process.....	17
5.1. Bid Evaluation Criteria	17
6. IFB Attachments and Appendices	18
6.1. Attachment A: Pre-Bid Conference Request Form	189
6.2. Attachment B: Bid Price Form	218
6.3. Attachment C: Bid Affidavit	32
6.4. Attachment D: MBE Forms.....	40
6.5. Attachment E: UMBC Contract Agreement.....	54
6.6. Attachment F: Firm Experience / Refereneces.....	67
6.7. Attachment G: Specifications	72
6.8. Attachment H: Acknowledgement of Receipt of Addenda	80

Key Information Sheet

Invitation for Bids:	Creative Services Printing
Solicitation Number:	BC-21354-C
IFB Issue Date:	November 14, 2023
Procurement Officer:	David Clurman clurman@umbc.edu
Technical Bids are to be sent to:	Technic.54mpn0j0f8bddvo6@u.box.com
Samples are to be sent to:	Department of Procurement & Strategic Sourcing Administration 732 1000 Hilltop Circle Baltimore, MD 21250
Bid Price Forms are to be sent to:	Price.P.km9a7iyif9c3x4lf@u.box.com
Pre-Bid Conference:	Monday, November 27, 2023 at 11:00 am https://umbc.webex.com/meet/clurman
Questions Due Date & Time:	Thursday, November 30, 2023 at 3:00 pm
Send Questions to:	Solicitation Questions
Bid Due Date & Time:	Monday, December 11, 2023 at 11:59 pm
Minority Business Enterprise (MBE) Subcontracting Goal:	15%
Contract Type:	Indefinite delivery, indefinite quantity
Contract Duration:	Three (3) years plus option to renew for five (5) one-year terms

1. Contractor Requirements: Scope of Work

1.1. Summary Statement

- 1.1.1.** The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, an agency of the state of Maryland (herein referred to as the “University” or “UMBC”), intends to contract 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.
- 1.1.2.** UMBC intends to make multiple awards as a result of this IFP. This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract. UMBC reserves the right to authorize services as may be required during the contract period, and also, reserves the right to not authorize any services or materials. UMBC does not guarantee a dollar amount will be met or exceeded, nor can UMBC guarantee any minimum dollar amount to any Contractor.
- 1.1.3.** The contract shall be in effect for three (3) years unless otherwise extended, expired or terminated pursuant to the contract. The contract may be renewed by UMBC at its discretion for five (5) additional one-year terms.
- 1.1.4.** UMBC reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. A copy of the contract pricing and the solicitation requirements incorporated in this contract will be supplied to requesting agencies. Each participating agency shall enter into its own contract with the supplier. UMBC does not assume any responsibility other than to obtain pricing for the specifications provided.

1.2. Background

Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve institutions that, along with two regional centers, constitute the University System of Maryland. UMBC is located on 482 acres with 4.2 million gross square feet and only 15 minutes from Baltimore’s Inner Harbor and 30 minutes from Washington, D.C. and five minutes from BWI Airport.

UMBC combines the emphasis on teaching found at the best liberal arts colleges with the innovation of a research university. UMBC’s students take full advantage of the educational, business, cultural, and recreational resources of Baltimore and Washington, D.C. At UMBC, students work alongside faculty who are leaders in their fields; think

about the hard questions of society, science, and creative expression; and then move beyond the classroom to make a difference.

UMBC is increasingly recognized as a major resource for building the State's economy and addressing its social concerns. More than 70% of UMBC's 77,000 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In Fall 2023, UMBC had 14,148 enrolled students of which 53% are minority enrollments from nearly all 50 states and 10.5% are international enrollments from 115 nations, creating a richly diverse student body.

Nearly seven percent of assignable space is dedicated to research laboratory facilities, a reflection of UMBC's designation as a Doctoral University with Very High Research Activity – also known as R1 – in the 2022 Carnegie Classification of Institutions of Higher Education, which places UMBC among the top 146 research universities in the nation.

- 1.2.1.** Project Goals: 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.
- 1.2.2.** Current Environment: Items are designed by members of the Creative Services team and sent to contracted printers to produce the items.
- 1.2.3.** UMBC Staff and Roles
 - 1.2.3.1.** Procurement Officer: David Clurman, Contract Administrator
 - 1.2.3.2.** MBE Liaison Officer: Robert Johnson, Contract Administrator
 - 1.2.3.3.** Project Manager: Creative Services
- 1.2.4.** UMBC Responsibilities: UMBC staff will design the work to be produced and send it to the successful contractors

1.3. Minimum Qualifications

- 1.3.1.** The Offeror shall have at least 3 years of experience providing the requested services.
- 1.3.2.** UMBC reserves the right to verify all information provided, as well as to consult any other sources available including any person or persons associated with the references provided or the project cited as a reference. UMBC also reserves the right to request additional references or contact any known firm associated with the Offeror, as well as itself even if not provided as a reference by the Offeror. References will be held in the strictest of confidence.

1.4. Deliverables

1.4.1. Printing of Materials

- 1.4.1.1.** 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 60-mile driving radius, via Google Maps, of the UMBC campus.

- 1.4.1.2.** The proposer must be able to provide various printing options. For example: 1-color to 4-color process, matte or gloss varnish (spot and flood), UV and/or metallic inks, foil-stamping, etc.
- 1.4.1.3.** The proposer must be able to provide multiple forms of binding or folding (perfectbound, hinge-score, saddle-stitch, side-glue, bi-fold, tri-fold, gate-fold, etc.) as needed for each category.
- 1.4.1.4.** The proposer must be capable of providing quotes within 2 business days (48 hours) and proofs within 2 business days of receiving files.
- 1.4.1.5.** The proposer must be able to provide artist alterations as needed and requested.
- 1.4.1.6.** Must accept various file formats (Adobe InDesign, Acrobat PDFs, .zip, .eps, .jpg/.png, .doc, etc.).

1.4.2. Mailing of Materials

- 1.4.2.1.** Supplier must provide mail services for items being printed.
- 1.4.2.2.** Pricing for mail services must be approved for each contract year. For a Multi-year contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional renewal terms (unless otherwise stated that price changes will not be permitted), it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any shall not exceed the Consumer Price Index to monitor any such rate adjustment requests for reasonableness. UMBC will use the All Urban Consumers (CPI), U.S City Average for Other Services, not seasonally adjusted, and will use the index for the period November, 2023 index as a bench mark. Statistics be referenced as a cap for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.
- 1.4.2.3.** The types of mailing may be for all-in-one letters, envelopes, postcards, and catalogs which the supplier must be capable of providing.
- 1.4.2.4.** Supplier must be able to pick up additional materials at UMBC and incorporate them into the mailing services as specified per project.
- 1.4.2.5.** A quote must be provided to UMBC and approved prior to work being started. Additional work required will need another quote and another approval. These quotes must be attached to the invoice submitted for payment. Payment will not be made without prior approval.

- 1.4.2.6.** Postage will mail at non-profit or first-class rates using UMBC permit or supplier permit; if supplier permit is used, supplier to bill postage on final invoice.

- 1.4.3.** Provide a list of subcontractors and what services/products that they will be providing for this contract and how their work may impact the production schedule.

- 1.4.4.** The bid will be submitted in two different modes. The Technical and Price Proposals will be submitted via Box to by the time and date established in the Key Information Sheet. Physical samples will be submitted to the address by the time and date listed in the Key Information Sheet.

2. Contractor Requirements: General

2.1. Invoicing

- 2.1.1.** Payment will be made on a monthly basis in accordance with the terms and conditions set forth in the Contract.
- 2.1.2.** Payments to the Contractor pursuant to the Contract shall be made no later than 30 days after UMBC's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number.
- 2.1.3.** All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. UMBC is generally exempt from such taxes and Contractor agrees not to charge UMBC for such taxes in accordance with applicable law. UMBC will provide exemption certificates upon request. Charges for late payment of invoices are prohibited.
- 2.1.4.** There shall be no reimbursement for Routine Travel. Contractor shall not be reimbursed for Non-Routine Travel without prior Project Manager approval.
- 2.1.5.** Routine Travel is defined as travel within a 60-mile radius of the UMBC's base location, as identified in the IFP, or the Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Contractor's facility.
- 2.1.6.** Non-routine Travel is defined as travel beyond the 60-mile radius of UMBC's base location, as identified in the IFP, or the Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: www.DBM.maryland.gov - search: Fleet Management. If non-routine travel is conducted by automobile, the first 60 miles of such travel will be treated as routine travel, and will not be reimbursed. The Contractor may bill for labor hours expended in non-routine traveling beyond the identified 60-mile radius, only if so specified in the IFP.

2.2. Problem Escalation Procedure

The Contractor must maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during performance of the contract and how resolution will be communicated to UMBC.

2.3. Substitution of Personnel

All subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror's bid.

2.4. Minority Business Enterprise (MBE) and Veteran Small Business Enterprise (VSBE) Reports

2.4.1. If this solicitation includes an MBE and/or VSBE Goal, the Contractor shall:

2.4.1.1. Submit a report to the MBE Liaison officer on quarterly identifying all non-MBE subcontractor payments, MBE subcontractor payments, and all outstanding invoices for subcontractors. This shall include Contractor's self-performing work if such work can be counted towards MBE participation goals.

2.4.1.2. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

2.5. Assignment of Work

2.5.1. UMBC intends to award to multiple qualified providers on an IDIQ basis. As a result, UMBC may utilize a Work Order or Request for Quote (RFQ) for the provision of services under the scope of this IFB. However, UMBC is not required to utilize these methods, and may select from the list of qualified firms based upon current needs, capabilities, availability or any other factors which are determined to be in the University's best interest. No Contractor will be guaranteed a minimum amount of service as a result of this contract.

2.5.2. Should UMBC issue a Work Order or RFQ, the request will include:

2.5.2.1. Technical requirements and description of services needed; and

2.5.2.2. Due date and time for submitting a response to the request.

2.5.3. The Contractor(s) shall email a response to the Procurement Officer or Project Manager within the specified timeframe and include at a minimum:

2.5.3.1. A response that details the Contractor's understanding of the work; and

2.5.3.2. A price to complete the request.

3. Procurement Instructions

3.1. Pre-Bid Conference

- 3.1.1.** A pre-bid conference will be held at the date, time and location indicated on the Key Information Summary Sheet.
- 3.1.2.** Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror's good faith efforts if there is a waiver request.

3.2. Questions and Addenda

- 3.2.1.** Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule. All questions on this procurement are to be [submitted](#) using the following form: [Solicitation Questions](#).
- 3.2.2.** Should a Bidder find discrepancies in the IFB documents, or be in doubt as to the meaning or intent of any part thereof, the Bidder must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the IFB documents by the University. Requests shall include the IFB number and name.
- 3.2.3.** Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board. The Bidder shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form (Appendix H).

3.3. Bid Due Date and Time

- 3.3.1.** The Technical and Price Proposals shall be submitted via email to the Box address provided in the Solicitation schedule with the email time log no later than the date and time indicated in the Solicitation Schedule.
- 3.3.2.** Samples of the requested items should be submitted to:
 - David Clurman
 - Department of Procurement and Strategic Sourcing
 - Administration 732
 - 1000 Hilltop Circle
 - Baltimore, MD 21250

Please note that this office is open Monday-Friday from 8:00am – 4:30pm.

NOTE: All UMBC mail goes through the UMBC mailroom, so please allow sufficient time for the mail distribution. Mailed (via US Post Office) proposal samples are not considered "received" until the items reach the above room at UMBC. Proposal samples 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.

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

- 3.3.3.** Proposers shall allow sufficient time in submitting responses to the IFB to ensure timely receipt by the Issuing Office via the Box site. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received.
- 3.3.4.** Any proposal, request for modification, or request for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

3.4. Multiple or Alternate Bids

Bidders may not submit more than one (1) proposal nor may proposers submit an alternate to this IFB.

3.5. Receipt and Recording of Bids

Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place.

3.6. Award Basis

3.6.1. Contract(s) shall be awarded to the responsible Bidder(s) submitting a bid with the most favorable bid price or most favorable evaluated bid price for providing the goods and services as specified in this IFB.

3.6.2. Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the

Contract, including approval by the Board of Public Works, if such approval is required.

3.7. Site Investigation

By submitting a bid, the Bidder acknowledges that the Bidder has investigated and been satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Bidder to become acquainted with the available information will not relieve the Bidder from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the Bidder of the information made available by the University.

3.8. Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the bid due date and time. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

3.9. Modifications and Withdrawals of Bids

Withdrawal of, or modifications to, bids are effective only if written notice is filed to the Issuing Office prior to the time bids are due. A notice of withdrawal or modification to a bids must be signed by an officer with the authority to commit the company. No withdrawal or modifications will be accepted after the time bids are due.

3.10. Cancellations

The University may cancel this IFB, in whole or in part, at any time before the awarding a contract.

3.11. Bid Acceptance

The University reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this IFB. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

3.12. Confidential/Proprietary Information

Bidders should give specific attention to the identification of those portions of their bid which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. It is not sufficient to preface the entire bid with a proprietary statement.

3.13. Incurred Expenses

The University will not be responsible for any costs incurred by any firm in preparation and submittal of a bid.

3.14. Debrief

A debriefing of an unsuccessful bidder shall be conducted upon written request submitted to the procurement officer within 10 days after the bidder knew or should have known its bid was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful bidder's bid only and shall not include a discussion of a competing bidder's bid. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

3.15. Acceptance of Terms and Conditions

By submitting a bid in response to this IFB, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the contract, attached hereto as Attachment E. Any exceptions to this IFB or the contract must be raised prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

3.16. Bid Affidavit

A bid submitted by the Offeror must be accompanied by a completed Bid Affidavit. A copy of this Affidavit is included as Attachment C of this IFB.

3.17. Arrearages

By submitting a response to this solicitation, a firm 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.

3.18. Incorporation by Reference

The terms of this solicitation and any amendments thereto are made a part of this Contract.

3.19. Conflicting Terms

Any proposal for terms in addition to or different from those set forth in this solicitation or any attempt by the Offeror to vary any of the terms of this offer by the Offeror's acceptance shall not operate as a rejection of this officer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Offeror without the additional or different terms. If this solicitation is an acceptance of a prior offer by the Offeror, the acceptance is expressly conditioned upon Offeror's assent to any additional or different terms contained herein. The Offeror understand and agrees that the terms and conditions of this solicitation may not be waived.

3.20. Payments by Electronic Funds Transfer

3.20.1. If the annual dollar value of this contract will exceed \$200,000.00, the Bidder is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Consultant for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

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

3.20.3. The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland:
<https://www.marylandtaxes.gov/divisions/gad/eft-program.php>

3.21. MBE Participation Goals

3.21.1. Establishment of Goal and Subgoals

3.21.1.1. An overall MBE subcontractor participation goal as identified in the Key Information Sheet has been established for this procurement, representing a percentage of the total contract dollar value, including all renewal option terms, if any, has been established for this procurement.

3.21.1.2. Notwithstanding any subgoals established for this IFB, 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.

3.21.1.3. By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

3.21.2. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. **Only MDOT-Certified MBEs may be used to meet the MBE subcontracting goals.**

3.21.3. Attachment D: MBE Forms

Form Name	Meeting MBE Goal(s)	Requesting PARTIAL Waiver	Requesting FULL Waiver
MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, PART 1	Submit with Bid	Submit with Bid	Submit with Bid
MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, PART 2	Submit with Bid	Submit with Bid	N/A
MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, PART 3	Submit with Bid	Submit with Bid	Submit with Bid
MBE Subcontractor Waiver Request	N/A	Submit with Bid	Submit with Bid
Certified MBE Participation Certification	Submit within 10 days of Notice of Potential Award	Submit within 10 days of Notice of Potential Award	N/A

3.21.4. All documents completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.

3.22. MBE Notice

Minority business enterprises are encouraged to respond to this solicitation.

3.23. Conflict of Interest Affidavit and Disclosure

3.23.1. A Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract.

3.23.2. Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a bid in violation of this provision shall be classified as “not responsible.”

4. Bid Format

4.1. Two Part Submission

4.1.1. Part I – Bidders shall submit their Technical Bid, including all required attachments, in a single package to the Box address. Requested samples must be delivered to the address listed in the Key Information section of this IFB. The Technical Offer shall include:

4.1.1.1. 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 IFB. The narrative shall include sufficient detail to permit proper evaluation by the University and should include specific information pertaining to:

4.1.1.1.1. 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 Proposal. [Please note that these samples will not be returned.]

4.1.1.1.2 Describe how Mail Services will be provided by your firm.

4.1.1.1.3 A comprehensive list and quantity of the types of equipment that will be used to support this contract;

4.1.1.1.4 Projected time-frame needed to complete each type of item to be printed and any special accommodations for quick-turnaround needs.

4.1.1.1.5 Describe how the services/products of the Sub-contractors, if any, will be incorporating into this contract.

- 4.1.2.** Part II – The Bid Price Form shall contain all price information in the format specified in Attachment B. The Bidder shall complete the Bid Price Form only as provided in the instructions of the Bid Price Form itself. Do not amend or alter on the Bid Price Form or include additional clarifying or contingent language on or attached to the Bid Price Form. Failure to adhere to any of these instructions may result in the Bid being determined to be not reasonably susceptible of being selected for award and rejected by UMBC.

4.2. Required Attachments

- 4.2.1.** Claim of Confidentiality: Any information which is claimed to be confidential and/or proprietary information should be identified by page number. An explanation for each claim of confidentiality shall be included. The entire Bid cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Bid and an explanation for each claim shall be included.
- 4.2.2.** Offeror Qualification and Capabilities
- 4.2.2.1.** Firm Experience and References: Using the form in Attachment J, list three (3) engagements similar in size and scope to the goods or services requested in this IFB. At least one of the three, and preferably all three, should be with a public university or federal or state agency and should be within the last three (3) years. The project submission shall include the following:
- 4.2.2.1.1.** Project name and location
 - 4.2.2.1.2.** Contact person, email address, and telephone number
 - 4.2.2.1.3.** Project start date and completion date
 - 4.2.2.1.4.** Project description/scope of services
 - 4.2.2.1.5.** Dollar value of the contract
 - 4.2.2.1.6.** Similarities of the project to this scope of services
- 4.2.3.** Acknowledgement of Receipt of Addenda: The bidder must acknowledge receipt of solicitation addenda using the form found in Attachment H.
- 4.2.4.** Signed Bid Affidavit

5. Evaluation Process

5.1. Bid Evaluation Criteria

- 5.1.1.** An evaluation committee shall evaluate all Technical Bids and samples in accordance with the evaluation criteria set forth in this IFB. Technical Bids shall be evaluated and determined by the committee to be “acceptable” or “not acceptable.”
- 5.1.2.** All Bidders whose Technical Bids have been determined to be “acceptable” shall be have their Bid Price Form opened. In the interest of time, UMBC is asking for the Bid Price Form at the same time as the Technical Bid.

5.1.3. Technical Bid Evaluation Criteria

5.1.3.1. The criteria to be used to evaluate each Technical Bid are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

5.1.3.1.1. Review of submitted samples

5.1.3.1.2. Offeror's Technical Response (should match 4.1.1)

5.1.4. Bid Price Form Evaluation Criteria

5.1.4.1. The bids will be evaluated based on Unit Bid Price. All responsible Bidders will be ranked from lowest (most advantageous) to the highest (least advantageous) price based on the Unit Bid Price submitted in the Bid Price Form.

5.1.4.2. UMBC reserves the right to make award by item or group of items if it is in the best interest of UMBC to do so.

6. IFB Attachments and Appendices

- 6.1.** Attachment A: Pre-Bid Conference Response Form
- 6.2.** Attachment B: Bid Price Form
- 6.3.** Attachment C: Bid Affidavit
- 6.4.** Attachment D: MBE Forms
- 6.5.** Attachment E: UMBC Contract Agreement
- 6.6.** Attachment F: Firm Experience / References
- 6.7.** Attachment G: Specifications
- 6.8.** Attachment H: Acknowledgement of Receipt of Addenda

APPENDIX A
Creative Services Printing
Pre-Bid Conference Response Form

Pre-Bid/Proposal Conference Response Form**Solicitation Number BC-21354-C**

Creative Services Printing

A Pre-Bid/Proposal conference will be held on Monday, November 27, 2023 at 11:00 am via WebEx at <https://umbc.webex.com/meet/clurman>.

Please return this form by Wednesday, November 22, 2023 advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at clurman@umbc.edu.

Please indicate:

_____ Yes, the following representatives will be in attendance.

Attendees Name & Email Addresses:

- 1.
- 2.
- 3.
- 4.
- 5.

_____ No, we will not be in attendance.

Offeror: _____

Company Name

By: _____

Signature

Printed Name: _____

Printed Name

Title: _____

Title

Date: _____

APPENDIX B
Creative Services Printing
Price Proposal

IFB NO.: BC-21354-C
PRICE PROPOSAL DUE: **Monday, December 11, 2023 at 11:59 P.M.**
PROPOSAL FOR: CREATIVE SERVICES PRINTING CONTRACT
PROPOSER: _____
Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

DATE _____

David Clurman
University of Maryland, Baltimore County
Administration Building, Room 732
1000 Hilltop Circle
Baltimore, MD 21250

The undersigned hereby submits the Price Proposal as set forth in IFB # BC-21354-C dated November 14, 2023 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 IFB and subsequent Addenda as noted above.

By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the IFB 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 IFB document.

PRICE PROPOSAL
PROPOSER: _____

All specifications for individual items are listed in Appendix G.

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					

PRICE PROPOSAL

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		

PRICE PROPOSAL

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")			

PRICE PROPOSAL

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					

8. CALENDARS

	Quantity	20,000	40,000	50,000	60,000
8.1	Calendar #1				
8.2	Calendar #2				

9. NEWSLETTER

Quantity	7500	9500	10,500	11,500
Newsletter				

PRICE PROPOSAL

PROPOSER: _____

10. BOOKLETS

	Quantity	1500	2000	2500
10.1	Booklet #1			
10.2	Booklet #2			

11. POSTERS

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

12. LARGE SIGNAGE

Service	Sq foot print	Sq foot install
12.1 Permanent or repositionable vinyl		
12.2 Perforated/Specialty Vinyl		
12.3 Vinyl Banners (18 oz or heavier)		
12.4 Light Pole Banners		
12.5 Yard Signs (corrugated plastic)		
12.7 Interior Signs (foam core)		
12.7 Interior Signs (PVC)		
12.8 Interior Signs (Acrylic)		

PRICE PROPOSAL

PROPOSER: _____

13. 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	\$	

PRICE PROPOSAL

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

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	\$	\$	\$	\$	\$	\$

PRICE PROPOSAL

Page 10

PROPOSER: _____

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

We understand that the evaluation and subsequent final ranking of proposals will be in accordance with the IFB 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 IFB 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
Creative Services Printing
Bid Affidavit

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, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, 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 names of persons 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;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and

- (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
 - (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
 - (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
 - (15) 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)—(14) of this regulation, 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 names of the persons 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. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that

this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

APPENDIX D
Creative Services Printing
MBE Forms

MBE Subcontractor Instructions

Submission Summary

Form Name	Meeting MBE Goal(s)	Requesting PARTIAL Waiver	Requesting FULL Waiver
MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, PART 1	Submit with Bid	Submit with Bid	Submit with Bid
MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, PART 2	Submit with Bid	Submit with Bid	N/A
MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, PART 3	Submit with Bid	Submit with Bid	Submit with Bid
MBE Subcontractor Waiver Request	N/A	Submit with Bid	Submit with Bid

This form includes instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule and MBE Subcontractor Waiver Request.

MBE Utilization Instructions

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.
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 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 an MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified. 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. CAUTION: 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. 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 overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
 - 5.1. 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.
 - 5.2. 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.
 - 5.3. 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.
 - 5.4. 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 use other MBEs for each of any remaining subgoals or request a waiver.
6. 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.
7. Materials and Supplies: New Guidelines Regarding MBE Participation.
 - 7.1. Regular Dealer (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer’s representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule:

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value: \$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products 5% x 60% = 3%

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- 7.2. Manufacturer: A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
- 7.3. Broker: With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
- 7.4. Furnish and Install and other Services: The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.
8. Dually certified firms. An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.
- Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.
9. CAUTION: If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver or the bid may be deemed not responsive, or the proposal not reasonably susceptible of being selected for award.

Waiver Instructions

1. Definitions

- 1.1. Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), even if those steps were not fully successful. The determination concerning the sufficiency of the Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.
- 1.2. Identified Firms – “Identified Firms” refers to all of the MBE Firms the Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.
- 1.3. Identified Items of Work – “Identified Items of Work” refers to all of the items of work the Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

2. Other Considerations

- 2.1. In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalog prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals 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 University and any other relevant factors.
- 2.2. The decision-maker may take into account whether the Offeror decided to self-perform subcontract work with its own forces.

3. Documenting Good Faith Efforts

- 3.1. At a minimum, the Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts with the bid or proposal submission. The written documentation shall include the following:
 - 3.1.1. Items of Work: A 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). If no items of work were made available to MBE firms, provide an explanation.
 - 3.1.2. Outreach Efforts: A statement of the efforts made to contact and negotiate with MBE Firms including:
 - 3.1.2.1. The names of the MBE Firms who were contacted, with the dates and manner of contact (e-mail, telephone, etc.).
 - 3.1.2.2. A description of the work provided to MBE Firms for quotation.
 - 3.1.2.3. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a reason for the Offeror’s conclusion.

3.1.2.4. If no MBE Firms were contacted, provide an explanation.

3.1.3. Other Documentation: Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts, or any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

MBE Utilization and Fair Solicitation Affidavit &
MBE Participation Schedule
PART 1

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 may deem the bid non-responsive or may 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. BC21354-C, I affirm the following:

1. MBE Participation

- I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 15 percent and all of the following subgoals:

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

Therefore, I am not seeking a waiver. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete PART 2 - MBE Participation Schedule and PART 3 - Signature Page in order to be considered for award.

OR

- After making good faith outreach efforts prior to making this submission, 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 PART 2 - MBE Participation Schedule and PART 3 - Signature Page 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.

OR

- I acknowledge that by checking this box and requesting a **full** waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete PART 3 - Signature Page and Attachment D MBE Subcontractor Waiver Request for a full waiver of the stated goal, in order to be considered for award.

PART 2 – MBE Participation Schedule

SET FORTH BELOW ARE THE (I) CERTIFIED MBES I INTEND TO USE, (II) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE 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	Solicitation 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 (Self Performing)

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>Check the appropriate classification box below. If dually certified, check only one box.</p> <p><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</p> <p>NAICS Code: _____</p>	<p>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): _____%</p> <p>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): _____%</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers): _____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% x 60% = _____%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only): _____%</p> <p>Description of the work to be performed with MBE prime’s own forces: _____ _____ _____</p>
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SECTION B: For ALL Contractors

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>Check the appropriate classification box below. If dually certified, check only one box.</p> <p><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</p> <p>NAICS Code: _____</p>	<p>MBE Firm Classification:</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers): _____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% x 60% = _____%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only): _____%</p> <p>Description of the work to be performed with MBE prime's own forces: _____ _____ _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>Check the appropriate classification box below. If dually certified, check only one box.</p> <p><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</p> <p>NAICS Code: _____</p>	<p>MBE Firm Classification:</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers): _____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% x 60% = _____%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only): _____%</p> <p>Description of the work to be performed with MBE prime's own forces: _____ _____ _____</p>

ATTACH ADDITIONAL PAGES IF NEEDED

PART 3 – Signature Page

I affirm 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 Subcontractor Waiver Request

Items of Work

Provide A 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). If no items of work were made available to MBE firms, provide an explanation.

Outreach Efforts

Provide a statement of the efforts made to contact and negotiate with MBE Firms including:

1. The names of the MBE Firms who were contacted, the MBE Firm classification, dates contacted and manner of contact (e-mail, telephone, etc.).
2. A description of the work provided to MBE Firms for quotation.
3. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a reason for the Offeror's conclusion (self-performing, pricing, capabilities, MBE Firm unavailable, etc.).
4. If no MBE Firms were contacted, provide an explanation.

I affirm that the contents of this MBE Subcontractor Waiver Request are true to the best of my knowledge, information, and belief.

Offeror:

Company Name

By:

Signature

Printed Name:

Printed Name

Title:

Title

Date:

Date

ATTACH ADDITIONAL SHEETS AS NECESSARY

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Certified MBE Participation Certification

Instructions

TO BE COMPLETED **AFTER** NOTICE OF AWARD. DO NOT SUBMIT WITH BID/PROPOSAL

Prime Contractors self-performing work as a Certified MBE Firm: Complete PART 1 – MBE Prime Contractor Participation Certification.

Prime Contractors utilizing Certified MBE Subcontractors: Complete PART 2 – MBE Subcontractor Participation Certification.

PART 1 – MBE Prime Contractor Participation Certification

Provided that _____ (Prime Contractor’s Name) with Certification Number _____ is awarded the 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 goods and services for the Contract:

NAICS Code	Items of Work	Value of Work

MBE Prime Contractor

Company Name (please print or type)

Federal Identification Number (FEIN): _____

Company Address: _____

Printed Name: _____

Title: _____

Signature of Authorized Representative

Date: _____

PART 2 – MBE Subcontractor Participation Certification

Instructions:

PRIME CONTRACTOR: After completing SECTIONS A, B, and D, provide this form to **each** certified Minority Business Enterprise subcontractor (MBE) listed on the MBE Participation Schedule.

CERTIFIED MBE SUBCONTRACTOR: Complete SECTION C to acknowledge and certify the information in SECTION A. Return the completed form directly to the Procurement Officer identified in SECTION D within 10 days after notice from the Prime Contractor of the University’s intent to award the Contract. Provide a copy to the Prime Contractor.

SECTION A

Provided that (Prime Contractor) _____ is awarded the contract in conjunction with Solicitation Number _____, Prime Contractor intends to enter into a subcontract with (Certified MBE Subcontractor) _____ with MDOT Certification Number _____ committing to participation by Certified MBE Subcontractor of at least \$_____ which equals _____% of the Total Contract Value for the following products/services:

NAICS Code	Items of Work	Value of Work

The Prime Contractor and certified MBE each acknowledge 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. The Prime Contractor and certified MBE each affirms that: (i) the information provided in this Certified MBE Participation Certification is true to the best of its knowledge, information and belief, and (ii) 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 MBE in a Bid/Proposal and:

1. fail to request, receive, or otherwise obtain authorization from the MBE to identify the MBE in its Bid/Proposal;
2. fail to notify the MBE before execution of the Contract of its inclusion of the Bid/Proposal;
3. fail to use the MBE in the performance of the Contract; or
4. pay the MBE solely for the use of its name in the Bid/Proposal.

SECTION B – Prime Contractor

Contractor Name: _____

Name of Representative: _____

Federal ID Number: _____

Address: _____

Phone: _____

Email: _____

Signature of Representative:

Date: _____

SECTION C – Certified MBE Subcontractor

MBE Firm Name: _____

Name of Representative: _____

Federal ID Number: _____

Address: _____

Phone: _____

Email: _____

Signature of Representative:

Date: _____

SECTION D

This completed form is due to the Procurement Officer on or before: _____

Solicitation # _____ Solicitation Title: _____

Procurement Officer: _____ Email: _____

APPENDIX E
Creative Services Printing
UMBC Contract

By submitting a proposal in response to this solicitation, Proposer affirms that it will execute this contract in substantially the same form. UMBC is under no obligation to negotiate terms and conditions of the Contract but may do so if deemed in its best interest.

CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND
XXXXX

By this Contract made as of the _____, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, and instrumentality and agency of the State of Maryland (“UMBC” or “State”), 1000 Hilltop Circle, Baltimore, Maryland 21250, USA, and **XXX** (“Contractor”), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on **XXXX** and end on **XXX** unless otherwise extended, expired, or terminated pursuant to this Contract or as a matter of law. This contract may be renewed for **XXX** at UMBC’s sole option and discretion.

2. **SCOPE OF CONTRACT:** The Contractor shall provide **XXXX**. These obligations and duties are subject to the unilateral right of UMBC to order, in writing, changes in the work within the scope of the Contract.

3. **COMPENSATION, INVOICING AND METHOD OF PAYMENT:**

3.1 As compensation for satisfactory performance of the Services and Work described in Paragraph 2, above, UMBC will pay the Contractor **XXXX**.

3.2 Payment will be made on a monthly basis in accordance with the terms and conditions set forth in this Contract.

3.3 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after UMBC's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number.

3.4 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. UMBC is generally exempt from such taxes and Contractor agrees not to charge UMBC for such taxes in accordance with applicable law. UMBC will provide exemption certificates upon request. Charges for late payment of invoices are prohibited, other than as prescribed by the Maryland Code, State Finance and Procurement Article, §15-101 et seq., as amended.

4. **RESPONSIBILITY OF CONTRACTOR:**

4.1 The Contractor shall perform the Work with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the Work hereunder.

4.2 Notwithstanding any review, approval, acceptance, or payment for the Services by UMBC, the Contractor shall be responsible for professional and technical accuracy of the Work furnished by the Contractor under this Contract.

4.3 The Contractor shall perform the Work as described in these Contract Documents. Work shall be performed in accordance with the schedule included in these Contract Documents, or, if such schedule is not included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to these Contract Documents. The Contractor shall perform the Work as expeditiously as is consistent with good professional skill and care and the orderly progress of the Work.

5. **SUBCONTRACTING AND ASSIGNMENT:**

5.1 Except as explicitly set forth in this Contract, Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of UMBC, nor may Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMBC. Such written approval will be in the form of a modification to this Contract. UMBC shall not be responsible for the fulfillment of Contractor's obligations to subcontractors. Any such subcontract shall be subject to any supplemental terms and conditions, in addition to the terms and condition herein, that UMBC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to UMBC for acts and omissions of subcontractors.

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

6. **PUBLICITY/USE OF NAME AND LOGO:**

6.1 Contractor is authorized to identify UMBC as a party to this Contract for the purpose of identifying UMBC as a customer to potential customers. However, any other use of UMBC's name promotionally or otherwise in connection with Contractor's business or the subject matter of this Contract is prohibited without the prior written consent of UMBC.

6.2 This Contract does not include a trademark license. Except as allowed by law for limited informational purposes, UMBC grants no rights to use any of its trademarks or service marks, for any purpose, without the prior and explicit written permission of UMBC. Under no circumstances does UMBC grant the right to use its logos or marks or any related products or services.

6.3 Any violation of this Section 6 will be considered a material breach of this Contract and grounds for its immediate termination in UMBC's sole discretion.

7. **TIME IS OF THE ESSENCE:** For all those sections of this Contract where a number of days or time frame is required, Contractor acknowledges and agrees that time is of the essence as to the production and delivery of all products and services hereunder.

8. **DELAYS AND EXTENSIONS OF TIME:** Contractor agrees to prosecute the Work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the Work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an agreement with the State or UMBC, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Contractor or the subcontractors or suppliers. If Contractor is unable to perform its obligations under this Contract for ten (10) days, unless another time duration is mutually agreed, due to a Force Majeure, then UMBC may terminate this Contract.

9. **SUSPENSION OF WORK:** The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of UMBC. Such suspension, delay, or interruption may be subject to applicable fees and expenses incurred by the Contractor. Such fees and expenses, if any, will be subject to negotiation between UMBC and the Contractor.

10. **INSURANCE:**

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

Commercial General Liability Insurance including all extensions

- Not less than \$2,000,000 each occurrence;
- Not less than \$2,000,000 personal injury;
- Not less than \$2,000,000 products/completed operation; and
- Not less than \$2,000,000 general aggregate.

Worker's Compensation and Unemployment Insurance as required by the laws of the State of Maryland.

Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.

If automotive equipment is used, automobile bodily injury liability insurance with limits not less

than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000.

Professional Liability or Technology Errors and Omissions insurance in an amount not less than \$2,000,000

Limits of insurance may be achieved either singularly or by combination of applicable coverages.

10.2 All policies for liability protection, bodily injury, or property damage and fiduciary bonding must specifically name on its face the State of Maryland, the University System of Maryland, and UMBC as an additional named insured with respect to operations under this Contract, including but not limited to Contractor's data center or other premises where UMBC's data is stored, provided, however, with respect to Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of UMBC and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees, or guests of UMBC.

10.3 Contractor will take commercially reasonable and practical steps to ensure that each insurance policy contains endorsements, identical to, or nearly identical to, the following: "It is understood and agreed that the Insurance Company shall notify the UMBC Procurement Officer in writing forty-five days (45) in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A- or better."

11. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:** If the Maryland 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 UMBC's rights or Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both Contractor and UMBC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. UMBC shall notify 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.

12. **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, UMBC may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. UMBC 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 UMBC can affirmatively collect damages. If the Services were pre-paid, then the Contractor shall reimburse UMBC for unused portions of the Service or Term, adding the amount of damages caused by Contractor's breach. 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.

13. **TERMINATION FOR CONVENIENCE**: The Contractor's performance under this Contract may be terminated by UMBC, in accordance with this clause in whole, or from time to time in part, whenever UMBC shall determine that such termination is in the best interest of UMBC. UMBC 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.

14. **INSOLVENCY**: Either party may terminate this Contract if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

15. **SURVIVAL AFTER EXPIRATION OR TERMINATION**: Notwithstanding the expiration or termination of this Contract or any renewal period hereof, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination will survive including, without limiting the foregoing, the following sections:

Indemnification
Limitation of Liability
Representations and Warranties

16. **INDEMNIFICATION**:

16.1 In addition to the obligations to indemnify set forth elsewhere in this Contract, Contractor will indemnify and hold harmless UMBC, its officers, employees, students, contractors, and agents, from and against any and all claims, suits, proceedings, costs, losses, damages, injury, liabilities, expenses, demands, and judgements, including court costs, attorney's fees, and other reasonable expenses of litigation, (collectively, a "Claim") arising directly out of Contractor's operations and/or Services under this Contract, including operation of equipment or vehicles, and wrongful or tortious acts of omission, commission, or negligence by Contractor, its employees, contractors, or agents when engaged in Contractor operations under this Contract, and including the disclosure of user personally identifiable data or Confidential Information, either during the term of this Contract or at any time thereafter, if such disclosure occurred as a result of negligence by Contractor, its employees, contractors, or agents, and provided that UMBC: (a) notifies Contractor promptly in writing of any such Claim, and (b) reasonably

cooperates with Contractor in defending any such Claim. Additionally, the Contractor shall reimburse, indemnify and hold harmless UMBC for all loss to UMBC resulting from the non-performance of this Contract, except those losses otherwise specifically excluded by UMBC.

16.2 Contractor will defend and indemnify UMBC for any Claim brought against UMBC alleging that Contractor-owned Materials infringes any U.S. patent, copyright, trademark, or other proprietary right, and shall pay any Claim against UMBC, including all court awarded costs, damages and expenses, which result from any such Claim, provided that UMBC: (a) notifies Contractor promptly in writing of any such claim or proceeding, and (b) reasonably cooperates with Contractor in defending any such claim or proceeding.

16.3 If UMBC's use of Contractor-owned Materials or Services becomes, or, in Contractor's opinion, is likely to become, enjoined as a result of a claim pursuant to alleged-infringement of any third party's proprietary rights, Contractor, at Contractor's expense, shall either procure UMBC the right to continue using the Contractor-owned Materials or Services, or replace or modify the same so that it becomes non-infringing (provided replacement or modified Contractor-owned Materials or Services have substantially comparable functionality to the original Materials or Service) or, in the event performing the foregoing options are not commercially reasonable, refund to UMBC the fees paid for the particular Materials or Services out of which the claim arose.

16.4 UMBC shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract. Contractor agrees that any obligation of UMBC, as agency of the State of Maryland, under this Contract is subject to the limitations of liability that apply to agencies of the State of Maryland and other limitations of liability set forth in this Contract or by law.

17. **LIMITATION OF LIABILITY**; EXCEPT WHERE THE SAME RESULTS FROM CONTRACTOR'S BREACH OF ANY PRIVACY, CONFIDENTIALITY, OR OTHER LAW, CONTRACTOR'S REPRESENTATIONS OR WARRANTIES, CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, OR FOR ANY DAMAGES INCURRED AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, (A) NEITHER UMBC NOR CONTRACTOR SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, AND LOSS OF GOODWILL, WHETHER IN CONTRACT OR IN TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) CONTRACTOR'S LIABILITY IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY UMBC UNDER THIS CONTRACT DURING THE TERM OF THIS CONTRACT OR \$500,000, WHICHEVER IS GREATER.

18. **DISPUTE RESOLUTION**;

18.1 Contractor and UMBC agree to work in good faith to resolve between them all disputes and claims arising out of or relating to this Contract, the parties' performance under it, or its breach.

Contractor and UMBC will each designate an officer or other management employee to meet in good faith and attempt to resolve the dispute. During their discussions, each party will honor the other's reasonable requests for information relating to the dispute or claim. Failure to do so shall not be a breach of this Contract but shall indicate that the parties are unable to resolve their dispute.

18.2 Pending resolution of a claim, Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

19. **NON-HIRING OF UNIVERSITY EMPLOYEES**: No current employee of UMBC, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties herein contracting with UMBC.

20. **ETHICS**: This Contract is cancelable in the event of a violation of the Maryland Public Ethics Laws by Contractor or any UMBC employee in connection with this Contract.

21. **ANTI-BRIBERY**: Contractor warrants that neither it nor any of its officers, directors, or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

22. **PROHIBITION ON GIFTS AND GRATUITIES**: Contractor warrants that it has not offered or given, and will not offer or give to any employee or representative or family member of a UMBC employee a payment, gratuity, personal service, entertainment, or gift, other than novelty advertising items of a nominal value (i.e., pens, pencils, calendars, writing pads, clipboards, cups). Legitimate business-related activities (i.e., site inspections, business symposiums, business meals and other Contractor functions) are allowed. Any other offerings may be construed as Contractor's attempt to improperly influence decisions at UMBC. Contractor agrees that UMBC may, by written notice to Contractor, terminate this Contract if UMBC determines that Contractor has violated this Section.

23. **CONTINGENT FEE PROHIBITION**: The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

24. **MARYLAND LAW**: The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract. Following exhaustion of the procedures set forth in the Dispute Resolution Section, any subsequent legal actions arising under this Contract will be instituted only in the courts of the State of Maryland.

25. **FORCE MAJEURE**: If either party's performance 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, Acts of God, riots, strikes, labor difficulties, pandemic, epidemics, earthquakes, any act or order of any public authority, 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 shall be excused and neither party will have any liability in connection therewith.

26. **WAIVER OF JURY:** UMBC 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. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UMBC 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.

27. **NON-DISCRIMINATION IN EMPLOYMENT:** During the performance of this Contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the UMBC; and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.

28. **AMERICANS WITH DISABILITY ACT AND ACCESSIBILITY:** Contractor represents and warrants that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) as well as all applicable federal and state laws and regulations, guidelines and interpretations including but not limited to the National Rehabilitation Act Section 508 as amended. Contractor represents and warrants, as applicable, that the Services, Work, and/or Deliverables comply with Web Content Accessibility Guidelines (WCAG) Version 2.0 Level AA, and that it shall provide written documentation verifying accessibility, promptly respond to and resolve accessibility complaints received from UMBC, and indemnify and hold UMBC harmless in the event of claims arising from inaccessibility.

29. **CIVIL RIGHTS ACT 1964:** A Contractor providing materials, equipment, supplies or services to the State under this Contract herewith assures the State that the Contractor is 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.

30. **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.

31. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by UMBC, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of UMBC or the State of Maryland, including the Procurement Officer or designee, at all reasonable times. Upon demand of UMBC, Contractor will deliver a copy of records of use to UMBC. Compliance with this Section shall not be deemed a breach of any confidentiality obligations provided for herein.

32. **RELATIONSHIP OF THE PARTIES:** Each party is acting as an independent contractor and not as employee, agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Contract, neither party will have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

33. **NO THIRD PARTY BENEFICIARIES:** This Contract is only for the benefit of the undersigned parties and their permitted successors and assigns.

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

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

34.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

34.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

34.4 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.

35. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Maryland Code, State Finance and Procurement Article, Section 11-206, 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.

36. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of the

Maryland Code, State Finance and Procurement Article, Section 13-221 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 \$200,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

37. **POLITICAL CONTRIBUTION DISCLOSURE**: The Contractor shall comply with Maryland Code, Election Law Article, Sections 14-101 through 14-104, 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 \$200,000 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.

38. **SET-OFF**: UMBC or the State of Maryland may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by UMBC 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.

39. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES**: Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that 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.

40. **CONTRACT CONTROLS**: It is mutually agreed that any attached contract, or addenda thereto, by and between UMBC 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.

41. **ENTIRE AGREEMENT**:

41.1 The parties agree that this Contract, including **the Bid document and Contractor Proposal**, constitutes the entire, complete and exclusive statement of the agreement between them as to the specific subject matter hereof and supersedes all prior written or oral and all contemporaneous oral agreements,

understandings, and negotiations. 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.

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

41.3 The heading appearing at the beginning of the several sections making up this Contract have been inserted for identification and reference purposes only and will not be used in the construction and interpretation of this Contract.

41.4 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.

41.5 Except as required by law, the failure of either party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions.

42. **USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE:**

42.1 The use or execution by UMBC 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 UMBC to the Contractor, shall not bind UMBC to any of the terms and conditions contained therein except those provisions:

42.1.1 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

42.1.2 not otherwise inconsistent with the Contract Documents.

42.2 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:

- a. 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
- b. the document is executed on behalf of UMBC by the procurement officer; and
- c. execution of the document is approved by the procurement authority whose approval is required by law.

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.

Signature

XXXX

Date

Signature

University of Maryland, Baltimore County

XXXX

Date

APPENDIX F
Creative Services Printing
Firm Experience / References

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:

COMPANY PROFILE FORM

Page 2 of 2

COMPANY NAME: _____

AVERAGE ANNUAL SALES: 2020 \$ _____

2021 \$ _____

2022 \$ _____

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

OTHER COMMENTS/ADDITIONAL INFORMATION:

END OF COMPANY PROFILE FORM

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

Page 1 of 2

PROPOSER'S NAME: _____

CLIENT'S NAME: _____

CLIENT CONTACT PERSON'S NAME: _____

CLIENT'S ADDRESS: _____

CLIENT'S TELEPHONE NUMBER: _____

CLIENT'S EMAIL ADDRESS: _____

TYPE OF CONTRACT: (Check all that apply)

- 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: _____

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 | | |

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

Page 2 of 2

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

SHARE THE SIMILARITIES IN THE SCOPE OF WORK TO THIS SCOPE OF WORK:

APPENDIX G
Creative Services Printing
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 bottom

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. CALENDARS

- 8.1 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
- 8.2 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

9. NEWSLETTER/EVENT PROGRAM/FOLDED MEDIA

- 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

10. BOOKLETS

- 10.1 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
- 10.2 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"
72 pages plus cover saddlestitched
Quantities: 3000/3500/4000

11. 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

12. LARGE SIGNAGE**12.1 Adhesive-backed Vinyl:**

Material Option: Permanent or Repositionable
Ink Options: 4/0 full bleeds
Sizes: Per sq footage printing and installation

12.2 Adhesive-backed Vinyl 2:

Material Option: Perforated Vinyl/Specialty Vinyl
Ink Options: 4/0 full bleeds
Sizes: Per sq footage printing and installation

12.3 Vinyl Banners:

Materials Option: 18 oz or heavier
Ink Options: 4/4 full bleeds
4/0 full bleeds
Sizes: Per sq footage printing

12.4 Light Pole Vinyl Banners:

Materials Option: Mesh or equivalent light pole banners
Ink Options: 4/4 full bleeds
Sizes: Per sq footage printing and (installation?)

12.5 Yard Signs:

Materials Option: Corrugated Plastic
Ink Options: 4/4 full bleeds
4/0 full bleeds
Sizes: Per footage printing

12.6 Interior Signs:

Materials Option: Foamcore
Ink Options: 4/4 full bleeds
4/0 full bleeds
Sizes: Per footage printing

12.7 Interior Signs:
Materials Option: PVC
Ink Options: 4/4 full bleeds
4/0 full bleeds
Sizes: Per footage printing

12.8 Interior Signs:
Materials Option: Acrylic
Ink Options: 4/4 full bleeds
4/0 full bleeds
Sizes: Per footage printing

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
 - d. zip+4 and carrier routes to maximize postage discounts.
 - e. inkjet addresses onto envelopes
 - f. print labels
 - g. 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:
 - a. standard letter fan fold
 - b. standard letter gate fold
 - c. custom letter fan fold
 - b. custom letter gate fold
 - c. hand folding
5. Collation of mailing pieces:
 - a. collate 2 pieces and insert
 - b. collate 3 pieces and insert
 - c. collate 4 pieces and insert

6. Insert pieces or collated pieces into and envelope or poly bag:
 - a. hand insert into an envelope
 - b. machine insert into an envelope
 - c. machine insert into a custom envelope
 - d. machine insert into a poly bag

7. Seal and Meter:
 - a. Hand seal and meter
 - b. machine seal and meter
 - c. apply postage stamp

8. Presort, band and tray:
 - a. presort, band and tray in zip order

9. Deliver to Post Office

10. Return excess materials to UMBC

11. Storage fee per skid per month

APPENDIX H
Creative Services Printing
Acknowledgment of Receipt of Addenda

IFB NO.: BC-21354-C**IFB FOR:** Creative Services Printing**TECHNICAL PROPOSAL DUE DATE:** Monday, December 11, 2023 on or before 11:59 p.m.**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 _____

Signature _____

Printed Name _____

Title _____

Date _____