UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL # 91175

for

Master Signage Services

ISSUE DATE: FEBRUARY 7, 2014

<table>
<thead>
<tr>
<th>SIGNIFICANT MILESTONES</th>
<th>TIME:</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intent to Attend the Pre-Proposal Conference - Respond by:</td>
<td>12:00 PM EST</td>
<td>02/13/2014</td>
</tr>
<tr>
<td>Pre-Proposal Conference:</td>
<td>10:00 AM EST</td>
<td>02/14/2014</td>
</tr>
<tr>
<td>Last Day for Questions:</td>
<td>12:00 PM EST</td>
<td>02/18/2014</td>
</tr>
<tr>
<td>Technical Proposal Due Date:</td>
<td>12:00 PM EST</td>
<td>02/25/2014</td>
</tr>
<tr>
<td>Oral Presentation/Discussion Date:</td>
<td>TBD EST</td>
<td>XX/XX/XXXX</td>
</tr>
<tr>
<td>Price Proposal Due Date:</td>
<td>12:00 PM EST</td>
<td>02/25/2014</td>
</tr>
</tbody>
</table>

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

Master Signage Services
RFP #91175

Issue Date: February 7, 2014

Intent to Attend the Pre-Proposal Conference - Respond by: February 13, 2014

Mandatory Pre-Proposal Conference: February 14, 2014

Last Day for Questions: February 18, 2014

Technical Proposal Due Date: February 25, 2014

Price Proposal Due Date: February 25, 2014

Oral Presentation/Discussions with shortlisted firms (This is optional at UMUC’s sole discretion)
If held, these are anticipated to be scheduled March 5, 2014 through March 7, 2014.

Contractor(s) Selection Anticipated to be Finalized: March 10, 2014

Agreement Executed by Selected Contractor(s): March 17, 2014 (Projected)

Contract Commencement: March 17, 2014 (Projected)
# UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

## MASTER SIGNAGE SERVICES

RFP #91175

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION #</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Solicitation Schedule</td>
</tr>
</tbody>
</table>

**Section I** General Information  
**Section II** Scope of Work  
**Section III** Procurement Phases and Evaluation Process

**APPENDIX A: Technical Proposal Forms**  
- Firm Profile  
- Firm Experience and References  
- Acknowledgement of Receipt of Addenda  
- Solution for the Administration Building Sign  
- Example Job Orders  
- Special and/or Unique Qualifications  
- Bid/Proposal Affidavit

**APPENDIX B: Price Proposal Forms**  
- Pricing for the Administration Building Sign  
- Price Proposal Form  
- Living Wage Affidavit

**APPENDIX C: Contract Forms**  
- Sample Master Contract  
- Contract Affidavit

**APPENDIX D: Electronic Fund Transfer Schedule**

**APPENDIX E: Living Wage Requirements**

**APPENDIX S: Solicitation Terms and Conditions**
REQUEST FOR PROPOSAL
FOR
MASTER SIGNAGE SERVICES
RFP# 91175

SECTION I. GENERAL INFORMATION

1. Summary.

1.1. Solicitation: The purpose of this Request for Proposal (“RFP” or “Solicitation”) is to procure signage services on an as-needed basis for University of Maryland University College (“UMUC” or “University”) facilities, as listed in Section II of this Solicitation. For this initiative, UMUC will require a full range of services from signage firms, which hereafter may be referred to as “Consultants,” “Contractors,” “Firms,” “Proposers” and/or “Offerors,” including but not limited to: consulting, design, fabrication, installation, removal and disposal of existing signage.

It is anticipated that this Solicitation will result in multiple non-exclusive Master Contracts. Firms must be able to provide signage services for both interior and exterior signs. In the past, signage types included the following: light emitting diode (LED), pylon, directional, reception/lobby, monument, way finding, post and panel, etc.

Services are to be provided as an end-to-end or outcome-based assignment in response to a Task Order Request for Proposal (TORP) pursuant to an award of a Master Contract.

There is no guarantee of the number of signs and/or services required from any vendor awarded a Master Contract as a result of this solicitation. UMUC will not be required to issue Task Order Request Proposals (TORPs) to all awarded firms, either individually or collectively, when the need for services arises. The number of awarded firms to be approached and the type of competition is entirely at UMUC’s discretion. It is preferred that vendors be located in the Washington, DC Metropolitan Area (District of Columbia, Maryland and Northern Virginia).

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

1.3. Background: For a profile of the University, see http://www.umuc.edu/visitors/about/.

2. Issuing Office.

2.1. Issuing Office:

University of Maryland University College
Office of Procurement Services, Room 4100
3501 University Boulevard East
Adelphi, MD 20783
2.2. The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation.

3. Questions and Inquiries.

All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to beth.jones@umuc.edu. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.

4. Pre-Proposal Conference.

The mandatory Pre-Proposal Conference will be held on February 14, 2014, from 10:00 a.m. to 12:30 p.m. at the Largo Campus Auditorium. Immediately after the Pre-Proposal Conference, a walk-through of both campuses will follow. This will provide the firms with an opportunity to view current signage and to perform an on-site assessment in order to submit a signage solution as part of their proposal (see Section II., Scope of Work, § 2.)

Please notify Beth Vu Jones at beth.jones@umuc.edu, by 12:00 PM (EDT), February 13, 2014, of your firm’s intention and provide the names of the representatives who will be attending. Firms are responsible for arranging their own transportation to and from the Largo and Adelphi campuses.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Contact the Issuing Office with specific requests at least four (4) business days prior to the Pre-Proposal Conference.

Largo, Maryland Campus:
UMUC’s Academic Center at Largo
1616 McCormick Drive
Largo, Maryland 20774
Directions to the Largo campus from the Adelphi campus: UMUC's Academic Center at Largo is approximately 11.5 miles from the Adelphi campus. For more information, driving directions and parking availability, click on the following link: http://www.umuc.edu/visitors/locations/largo.cfm.

Adelphi, Maryland Campus:
UMUC
3501 University Boulevard East
Adelphi, Maryland 20783

Directions to the Adelphi, Maryland campus: UMUC Headquarters is located near the intersection of MD Route 193 (University Boulevard), Campus Drive, and Adelphi Road. For more information, driving directions and parking availability, click on the following link: http://www.umuc.edu/visitors/locations/adelphi_building.cfm.

Firms are to bring a complete copy of RFP #91175 for their own viewing. Copies of the RFP will not be provided. The walk-through will include walking outside. Please wear the appropriate shoes and attire and be prepared for inclement weather.

5. Proposal Closing Date/Due Date and Time.

5.1. Technical Proposal: The Initial Technical Proposal is to be provided to the Issuing Office in accordance with the Solicitation Schedule. One (1) original and five (5) copies [for a total of six (6) sets] and one (1) CD or flash drive [portable document format (.pdf)] of the Initial Technical Proposal are to be provided by the due date and time per the Solicitation Schedule. Proposers are requested to clearly mark the “ORIGINAL” set of the Initial Technical Proposal. By providing to UMUC the Technical Proposal on a CD or flash drive, the Proposer grants the University the unlimited right to generate additional electronic or paper copies for distribution solely for the purpose of internal evaluation and review. The Technical Proposal on the CD/flash drive must be compiled as one (1) document and provided in portable document format (.pdf) and/or Microsoft Word/Excel for ease of use by UMUC. Note: No pricing is to be provided in the Technical Proposal submittal. If any pricing information is included, the Proposal may be deemed non-responsive by the Procurement Officer.

5.2. Price Proposal: The Price Proposal is to be provided to the Issuing Office in accordance with the Solicitation Schedule. One (1) original and five (5) copies [for a total of six (6) sets] and one CD or flash drive [portable document format (.pdf)] of the Price Proposal are to be provided by the due date and time per the Solicitation Schedule. Proposers are requested to clearly mark the “ORIGINAL” set of the Price Proposal. By providing to UMUC the Price Proposal on a CD or flash drive, the Proposer grants the University the unlimited right to generate additional electronic or paper copies for distribution solely for the purpose of internal evaluation and review. The Price Proposal on the CD/flash drive must be compiled as one (1) document and provided in portable document format (.pdf) and/or Microsoft Word/Excel for ease of use by UMUC.
No pricing is to be provided in the Technical Proposal submittal. Therefore, the Price Proposal MUST be sealed separately from the Technical Proposal. The Price Proposal envelope must be clearly labeled with “Price Proposal” and the RFP number and name. Failure to provide the Price Proposal separately may disqualify the Offeror’s Proposal from progressing in the procurement.

5.3. Late Proposal submissions will not be accepted. The University will not waive delay in delivery resulting from need to transport a Proposal from another campus location, or error or delay on the part of the carrier. Directions to the UMUC Issuing Office can be found at the website.

Proposers mailing proposals shall allow sufficient mail delivery time to ensure timely receipt by the Issuing Office. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

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

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


State-certified Minority Business Enterprises (MBEs) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible.

For more information on the State’s MBE program or questions related to certification, please contact MDOT’s Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT MBE website at http://www.mdot.maryland.gov/Office%20of%20Minority%20Business%20Enterprise/HomePage.html.

7. Acceptance of Terms and Conditions.

By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP, including all addenda in total, shall be incorporated into the Contract by reference.

8. Contractual Agreement and Term.

It is intended that multiple contracts will result from this Solicitation. There is no guarantee of the amount of work or the dollar amount awarded under the Contract.

The terms and conditions of the Master Contract shall apply to all subsequent task orders. UMUC at its sole discretion may allow negotiation of terms and conditions in the Task Order.
Contracts (TOC) related to a specific task order. The awarded Firms should not assume that any term and condition of the Master Contract is negotiable at the task order level.

Subsequent to the signing of the Master Contract, UMUC may also require the signing of a Task Order Contract or Agreement (TOC or TOA) that is specific to the Signage Services to be provided by the Firm for UMUC. The TOC or TOA may contain specific mandatory terms and conditions applicable to the specific task order scope of work.

For accounting purposes only, UMUC will also issue a purchase order to the awarded firm for each TOC.

Note: Any institution within USM may utilize the resulting Master Contract(s) with written permission from the UMUC Procurement Officer; however, the applicable USM Institution will be responsible for compliance with any required external approvals and/or Minority Business Enterprise utilization tracking for the respective institution.

Any Master Contracts arising from this RFP action shall commence on the date the Master Contract is executed on behalf of UMUC, or such other date as UMUC and the Firm shall agree. The initial term of the Master Contract is anticipated to start on or around **March 17, 2014, through March 16, 2015.** There will be four (4) one (1) year renewal options at the sole discretion of UMUC. The maximum fee for the Master Contract will not exceed **$500,000.00** for the life of the contract.

9. **Confidentiality of UMUC’s and Offeror’s Information.**

Refer to Appendix S for the terms of confidentiality of UMUC’s and Offeror’s information.

10. **Post-Award Confidentiality.**

Refer to Appendix C for the confidentiality obligations of awardees and UMUC.

11. **Proposal and Contract Security (i.e. Bonds).**

Not applicable to this RFP, but may, at the sole discretion of UMUC, be applicable to individual task orders provided under the resulting Contract(s).
SECTION II. SCOPE OF WORK

1. Purpose / Description.

UMUC is seeking proposals for “as needed” signage services for UMUC facilities. It is required that the awarded firms will be able to provide signage consulting, design, fabrication, installation, removal and disposal services. Specifically, UMUC is seeking a solution for a sign to be located at the Administration Building, in Adelphi, Maryland.

2. Scope of Work.

Firms will be responsible for all aspects required to provide the design, fabrication, and installation of the new signage as well as removal and disposal of current signage. Firms shall adhere to UMUC’s requirements and standards as outlined in this solicitation and/or as specified in each job order. Firms should be able to provide complete onsite project management and oversight. Firms must explain in detail their business capabilities to meet UMUC’s signage requirements. It is required that the awarded firms will be able to provide to UMUC, at a minimum, all the primary services listed below. Firms may also provide information on other services offered. Use of these services will be at the sole option of UMUC. Firms will be responsible to provide and/or obtain all necessary equipment, permits, and labor to complete all task orders. UMUC will provide electrical power as needed. The Firm will be responsible to provide all the necessary equipment and supplies to safely connect to the power source for electrical power.

2.1 Primary Signage Services:

- Consulting
- Design
- Fabrication
- Installation
- Removal
- Disposal

Firms will adhere to UMUC standards and, as necessary, match existing signs. UMUC seeks firms with the ability to provide information clearly and consistently to minimize unnecessary signage as well as to enhance the appearance of the campus and preserve the scale of the landscape. Signs will include but will not be limited to identify buildings, direct visitors to buildings and roadways, and outline the flow of traffic within a parking garage.
2.2  Solution for Administration Building Sign*

Proposals submitted will provide UMUC an opportunity to evaluate the Firm’s ability to coordinate, interpret, and meet UMUC’s signage needs and expectations. During the mandatory walk-through, the campus will be toured. See Appendix A.4 - Administration Building Sign, page 29.

The solution must include an itemized breakdown of all the materials and services required for the proposed Administration Building sign. The design and aesthetics of the sign is essential. However, proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a proposal from an Offeror of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

Price information for the solution should not be provided in the Technical Proposal. Pricing should only be provided in the Pricing Proposal.

Administration Building, Adelphi, MD

*Proposals provided may be used for evaluation purposes only. As the need arises, there may be additional signage requirements.
2.3 Examples:

UMUC is seeking firms with the capability to provide at a minimum the primary services listed in Section II, § 2.1, page 9. The foregoing is not all encompassing or exclusive to UMUC’s signage needs.

The following photos are examples of current UMUC signage. Firms are to provide renderings/shop drawings and photo examples of recently completed signage projects with similar specifications to the eight (8) examples listed below. Each example must include the complete job schedule, a descriptive narrative of the job, warranties and a reference that can be contacted by UMUC. Firms must include a reference and provide: company name, reference name, title, contact phone number, and the email address of the person listed for each example.

The examples must demonstrate the Firm’s ability to provide all of the primary services and how the Firm organizes, executes and completes job/task orders.

Example 1
Location: Adelphi, MD

Example 2
Location: Adelphi, MD
Example 3
Location: Adelphi, MD

Example 4
Location: Adelphi, MD

Example 5
Location: Sheppard Gallery - Adelphi, MD

Example 6
Location: Largo, MD
Example 7
Location: Adelphi, MD

Example 8  Location: Largo, MD
2.4 UMUC Facilities:

At this time, UMUC facilities include the locations listed below. It is essential that firms be able to provide onsite project management. Firms with local offices are encouraged to provide this information. Firms that have the capability to serve beyond the Maryland, Virginia, and Washington DC Metropolitan Area are also encouraged to provide explanation in their proposals.

- **UMUC Headquarters**
  3501 University Boulevard East
  Adelphi, Maryland  20783

  1. Administration Building
     136,000 square feet of administrative offices
     300 employees

  2. UMUC Inn and Conference Center
     233,000 square feet comprised of administrative and executive offices, 111 hotel rooms, 35 conference rooms, 2 ballrooms, and food and beverage space
     250 employees

  3. Hotel Addition
     100,000 square feet of hotel space (125 rooms)

  4. 5-level parking garage
     876 spaces
     Provides parking for all 3 buildings listed above

- **University Centre**
  4716 Pontiac Street
  College Park, Maryland  20742

  40,257 square feet of administrative offices
  50 employees
  Surface parking lot consisting of 117 spaces
- **UMUC Academic Center**
  
  1616 McCormick Drive  
  Largo, Maryland 20774  
  
  233,000 square feet of: administrative offices, classrooms, computer labs, cafeteria  
  700 employees  
  Surface parking lot consisting of 886 spaces

- **Largo II**
  
  1601 McCormick Drive  
  Largo, Maryland 20774  
  
  62,000 square feet of administrative offices  
  250 employees  
  Surface parking lot consisting of 228 spaces
SECTION III.

PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 1. TECHNICAL PROPOSAL REQUIREMENTS

1. General Requirements.

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

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

2. Initial Technical Criteria.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided, but must be attached as an appendix rather than included within the body of the Proposal. **Offerors must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria.**

The following information must be furnished in the Technical Proposal per this solicitation, as more fully described below in Section III, §§ 2.1 through 2.12. Failure to include any of the items listed below may disqualify your firm’s response.

Offerors are requested to compile their Proposals in the same order. It is the Offeror’s responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for UMUC.
Mandatory Requirements:

2.1 **Solution for the Administration Building Sign:** Firms are to provide a solution with an itemized breakdown of all the materials and services required for the Administration Building sign.

2.2 **Examples:** Provide a minimum of eight (8) examples that represent the Firm’s capability to provide all the primary services and the ability to produce quality signage similar to the examples in this Solicitation. Firms must provide all the information required and as listed in Section II. Scope of Work, § 2.2, page 10. Please label each example with your firm’s name. Examples will not be returned.

2.3 **Services/Approach:** Describe how your firm plans to provide the high quality of signage services that UMUC requires as listed in Section II. Scope of Work, § 2, page 9. No brokers will be allowed under the awarded contract. This requirement ensures timeliness, quality control and ease of communications.

2.4 **Product and Service Warranties:** UMUC is seeking firms who are committed to providing the highest level of goods and services. Explain in detail your firm’s warranties for products and services.

2.5 **Staffing Organization and Proposed Key Personnel Qualifications:** Provide information regarding your leadership, designated UMUC account executive(s), design/consulting team(s) and customer service team, full-time and part-time staff.

2.6 **Firm Profile / Firm Experience:** See Appendix A.1 and A.2, pages 25-26. UMUC reserves the right to verify all information, as well as to check any other sources available including itself, even if not provided as a reference by the Proposer.

2.7 **Special/Unique Qualifications:** Describe special and/or unique qualifications your firm possesses. If applicable, explain in detail your firm’s sustainable initiatives and practices and list any certifications. See Appendix A.6, page 30.

2.8 **Proposal Affidavit:** Complete and sign the Proposal Affidavit enclosed in Appendix A and enclose with the Technical Proposal.

2.9 **Insurance:** Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Worker's Compensation, Automobile Liability Insurance, and Professional Liability.

2.10 **Acknowledgement of Receipt of Addenda Form:** If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (found in Appendix A) must be completed, signed, and included in the Offeror's Technical Proposal.

2.11 **Acknowledgement of Review of Contract:** The UMUC Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the
University or the State of Maryland. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by UMUC. For accounting purposes only, UMUC will also issue a purchase order to the awarded Contractor.

2.12 Subcontracting: Proposals shall provide a narrative as to what, if any services are subcontracted. If applicable, Offerors are encouraged to include in the narrative opportunities for Maryland State Certified MBE’s.

3. Signing of Technical Proposal. The Technical Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

4. Modifications of Technical Proposal. Offerors may modify their Technical Proposals by e-mail or facsimile communication at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Offeror was mailed prior to the Proposal due date and time. Technical Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the University.
SECTION III.

PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 2. TECHNICAL EVALUATION PROCESS

1. Qualifying Proposals.

1.1 Procurement Officer Review: The Procurement Officer shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP (i.e., susceptibility of award). Failure to comply with any mandatory requirement will normally disqualify a Proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so and when permitted by law.

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


2.1 Initial Technical Evaluation: Following the Procurement Officer’s qualifying review, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Mandatory Requirements listed in Section III. Article 1, § 2, pages 16-18. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University’s best interest and when permitted by law. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Technical Proposals represent.

2.2 Shortlisting: In accordance with the Mandatory Requirements set forth in Section III. Article 1, § 2, pages 16-18 a shortlist may be developed based on the Initial Technical Evaluation results. All Offerors will be notified of the results as they pertain to their respective Technical Proposal.


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

   (i) To provide the Offeror the opportunity to expand upon their services offered;

   (ii) To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed solution, for the Administration Building signage;
(iii) To allow the University to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed product/solution and its implementation; and,

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

3.2 Format: The Discussion Session will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting clarification on discussions of the Proposal responses. If held, these will be interactive discussions with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the University fully participate in the discussion. Ample time will be available for the University and the Offeror to ask questions and discuss issues and concerns related to the scope of the services, and the Offeror’s capabilities and qualifications. We anticipate that the Discussion Session will be approximately 30 to 60 minutes in length.

At no cost to UMUC, each shortlisted Offeror will be required to have the following key personnel attend the session in Adelphi, Maryland: UMUC’s Account Representative and or Project Manager (primary point of contact to be assigned to UMUC for the duration of the project). Following the Discussion Session, additional follow-up, clarification documentation may be requested of each Offeror.

3.3 Date: The times and dates for the Discussion Session(s) will be set upon completion of the Initial Technical Evaluation; however, it is anticipated that the Discussion Session(s) will be conducted on the times and dates listed per the Solicitation Schedule, as well as on the cover of this RFP. Offerors are therefore advised to set this(ese) date(s) aside in its (their) entirety on the calendars of the appropriate key personnel.


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

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

PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 3. PRICE PROPOSALS

1. Submission. Price Proposals must be received at the Issuing Office by the specified due date and time per the Solicitation Schedule. If applicable, all Offerors must use the Price Proposal form included in Appendix B. One (1) original and five (5) copies [for a total of six (6)], as well as a CD or flash drive, must be provided. The original must be clearly labeled as this is the official Offer from the Proposer. No electronic, telephone, telegraphic, or facsimile Price Proposals will be accepted. Only the Price Proposals of those Offerors remaining on the final shortlist following the completion of the Technical Evaluation will be opened, which will be done privately. All other Price Proposals will be archived, unopened in the Procurement Files.

2. Content. Firms are to provide an itemized breakdown of all the fees/costs associated with their proposed UMUC Administration Building sign. The Price Proposal must include the fees for all the materials and services listed in the Firm’s Proposal. See Appendix B, page 36.

There are no reimbursable payments associated with this Contract. All expenses, including domestic travel, domestic delivery and inside (to individuals and not a mailroom) delivery must be included in the Offeror’s task orders.

3. Evaluation. Price Proposals will be evaluated based on the total cost of the products and/or services requested. The University may elect to request Best and Final Price Proposals (BAFO’s).

PRICING WILL BE USED AS THE BASIS FOR THE FINANCIAL EVALUATION OF PROPOSALS.

Note: Pricing is to be provided in a sealed envelope, separate from the Technical Proposal. The Price Proposal envelope must be clearly labeled as “PRICE PROPOSAL” with the RFP number and name (“RFP #91175 Signage Services”).
SECTION III.

PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 4.  FINAL EVALUATION, RANKING AND SELECTION

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

2. Final Selection.

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

2.2 Basis for Award: Technical merit will have a greater weight than cost in the final ranking. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of the University as set forth in the RFP.

2.3 Negotiations: The University may select for award one or more Offeror(s) to negotiate the terms and conditions of the Contract. The University reserves the right to make an award with or without negotiation.

3. Debriefing.

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

3.2 Discussion: Debriefings shall be limited to discussion of the Offeror’s Proposal only and shall not include a discussion of a competing Offeror’s Proposal. The debriefing may include information on areas in which the unsuccessful Offeror’s Proposal was deemed weak or insufficient. The debriefing may not include discussion or dissemination of the thoughts, notes, or
ranking from an individual Evaluation Committee Member. A summary of the Procurement Officer’s rationale for the selection may be given.
APPENDIX A

TECHNICAL PROPOSAL FORMS

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

A.1 Firm Profile
A.2 Firm Experience and References
A.3 Acknowledgement of Receipt of Addenda Form
A.4 Solution for the Administration Building Sign
A.5 Sample Job Orders
A.6 Special and/or Unique Qualifications
A.7 Bid/Proposal Affidavit
APPENDIX A.1   FIRM PROFILE

1. Company Name: ____________________________________________________________
   FED ID Number: ______________ Website Address: _______________________________

2. Company Addresses:____________________________________________________________________
   The primary office serving UMUC needs: ____________________________________________

3. Primary Telephone Number: ____________________________________________________

4. Years in Business: _____________________________________________________________

5. Areas of Specialization: _________________________________________________________
   5a. __________________________________________________________________________
   5b. __________________________________________________________________________
   5c. Digital Printing: Describe your firm's capabilities with providing Digital Printing.

6. Number of permanent full-time employees at all locations serving this contract: ______

7. Company Management: Provide names and years with the Company:
   President/Owner: ____________________________ #Yrs. w/Co. ______________
   Account Manager who would handle this account: ____________________________ #Yrs. w/Co. ______________
   Customer Service Representative who would work with UMUC: ____________________________ #Yrs. w/Co. ______________


9. Insurance: Provide name of insurance carriers that provide coverage for your company and the
   limits of the coverage. Provide a Certificate of Insurance with Technical Proposal
   General/Contractual Liability: ____________________________________________
   Worker's Compensation: ____________________________________________
   Fiduciary Bonds: ____________________________________________

10. Qualified as Small Business? Refer to Appendix G.
    Small Business Certification Number: __________________________________________

11. MBE Certification Number: ____________________________________________

12. Explain your firm’s experience with overseas delivery and shipping: ____________________

APPENDIX A.2  FIRM EXPERIENCE AND REFERENCES

Provide names, contacts and telephone numbers of at least three (3) organizations that you
have earned repeat business with for at least one (1) year. At least one should be comparable to
UMUC’s proposed contract. List previous signage experience with any University System of
Maryland campus. These will be used for Reference checks as well as evaluating experience.

1.  Company /Institution Name: ________________________________________________
    Contact Name: ____________________________ e-mail ____________________________
    Contact Phone Number: __________________ $ Value of project: _________________
    Description and volume of services performed (incl. dates): ________________________
    Account Manager that handled this organization: _________________________________

2.  Company /Institution Name: ________________________________________________
    Contact Name: ____________________________ e-mail ____________________________
    Contact Phone Number: __________________ $ Value of project: _________________
    Description and volume of services performed (incl. dates): ________________________
    Account Manager that handled this organization: _________________________________

3.  Company /Institution Name: ________________________________________________
    Contact Name: ____________________________ e-mail ____________________________
    Contact Phone Number: __________________ $ Value of project: _________________
    Description and volume of services performed (incl. dates): ________________________
    Account Manager that handled this organization: _________________________________

4.  Company /Institution Name: ________________________________________________
    Contact Name: ____________________________ e-mail ____________________________
    Contact Phone Number: __________________ $ Value of project: _________________
    Description and volume of services performed (incl. dates): ________________________
    Account Manager that handled this organization: _________________________________

NOTE: If a Proposer finds the space provided to be insufficient, attach additional pages to this form as
appropriate and indicate on this form to see attached pages.
APPENDIX A.3

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91175

TECHNICAL PROPOSAL DUE DATE: February 25, 2014, at 12:00 P.M. EDT

RFP FOR: Master Signage Services

NAME OF OFFEROR: __________________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. ______ dated ______
Addendum No. ______ dated ______
Addendum No. ______ dated ______
Addendum No. ______ dated ______
Addendum No. ______ dated ______
Addendum No. ______ dated ______

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

_____________________________________
Signature

_____________________________________
Printed Name

_____________________________________
Title
APPENDIX A.4

Solution for the Administration Building Sign

Due Date for Responses: February 25, 2014 at 12:00 PM EDT

Description of Work:

UMUC seeks a firm that will provide a solution for a sign to be located at the Administration Building, in Adelphi, MD. The Firm will adhere to UMUC standards and match existing signs. Suggestions are welcome; however, the goal is to enhance the appearance of the campus and preserve the scale of landscape.

Firms must provide and address the following:

- Shop drawings
- Project Schedule
- Materials, shipping, installation, etc.
- Project Management: Project Manager/Field Managers, name(s) and contact information
- Brief Narrative, including but not limited to; anticipated number of staff to manufacture and install the product, subcontractors, by trade, by name and required crews.
- Warranties
- Permits
- Sustainable/”Green” practices and materials
- References
- Utilization of Subcontractors

*Firm may include other types of services not listed.

*Price information should not be provided in the Technical Proposal.
APPENDIX A.5 SAMPLE JOB ORDERS

Your technical proposal is to provide renderings/shop drawings and photographic examples of recently completed signage project specifications similar to the eight (8) examples listed in Section II. § 2.2 Examples, pages 11-13 of the RFP. Each example must include the complete job schedule, a descriptive narrative of the job, warranties and a reference that can be contacted by UMUC. Firms must include a reference and provide: company name, contact name, title, contact phone number, and the email address of the person listed for each example.

Example 1:

Example 2:

Example 3:

Example 4:

Example 5:

Example 6:

Example 7:

Example 8:

PROPOSER: ________________________________________________________________

SIGNATURE:______________________________________________________________________

DATE:__________________________________________________________________________
APPENDIX A.6 SPECIAL AND/OR UNIQUE QUALIFICATIONS

Describe your firm’s additional special and/or unique qualifications. If applicable, explain in detail your firm’s sustainable initiatives and practices and list any certifications.
APPENDIX A.7  BID/PROPOSAL AFFIDAVIT

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. NOT USED

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

(applicable if an MBE goal is set)

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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES

(if applicable to the solicitation)

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:
(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

______________________________________________________________________________
______________________________________________________________________________
D. AFFIRMATION REGARDING OTHER CONVICTIONS

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

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

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

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

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

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

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1), (2), (3), (4) or (5), above;

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

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

____________________________________________________________________________
____________________________________________________________________________
E. AFFIRMATION REGARDING DEBARMENT

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

______________________________________________________________________________
______________________________________________________________________________

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

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

______________________________________________________________________________
______________________________________________________________________________

G. SUB-CONTRACT AFFIRMATION

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has:
(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

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

I. FINANCIAL DISCLOSURE AFFIRMATION

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

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

K. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;
(i) Notify the Procurement Officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

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

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

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

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

(3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Address: _____________________________________________________________________

(If not applicable, so state.)

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

M. CONTINGENT FEES

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

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

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

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

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

P. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and, (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.
I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ____________ By: __________________________________________

(Authorized Representative and Affiant)

Company Name:

______________________________________________________________

FEIN No:

______________________________________________________________

SUBMIT THIS AFFIDAVIT WITH INITIAL TECHNICAL PROPOSAL
APPENDIX B
Pricing for the Administration Building Sign
and
Price Proposal Form
and
Living Wage Affidavit
Pricing for the Administration Building Sign

Due Date for Responses: February 25, 2014 at 12:00 PM EDT

Firms are to provide an itemized breakdown of all the fees/costs associated with their proposed UMUC Administration Building sign. The Price Proposal must include the fees for all the materials and services listed in the Firm’s proposal.

Fees may include but are not limited to the following:

- Pricing: Itemized Cost/Fees (materials, shipping, installation, etc.)
- Shop Drawings Fees
- Consulting/Survey Fees
- Design Fees
- Project Management Fees
- Labor Fees
- Warranty Fees
- Permit Fees

*Firm may include other types of fees not listed.
PROPOSAL NO.: RFP #91175
PRICE PROPOSAL DUE DATE: February 25, 2014 at 12:00 P.M. EDT
PROPOSAL FOR: Master Signage Services
PROPOSER: __________________________________________________________________
Federal Identification Number/Social Security Number: __________________

<table>
<thead>
<tr>
<th>PRICE PROPOSAL</th>
<th>DATE_______________________</th>
</tr>
</thead>
</table>

Beth Vu Jones
University of Maryland University College
3501 University Boulevard East, Room 4108
Adelphi, MD 20783-8002

Dear Ms. Jones:

The undersigned hereby submits the Financial Proposal as set forth in RFP # 91175 dated February 7, 2014, and the following subsequent addenda:

<table>
<thead>
<tr>
<th>Addendum</th>
<th>dated _______</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum</td>
<td>dated _______</td>
</tr>
<tr>
<td>Addendum</td>
<td>dated _______</td>
</tr>
<tr>
<td>Addendum</td>
<td>dated _______</td>
</tr>
</tbody>
</table>

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

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

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

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

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

Enclosure: Living Wage Affidavit

(Signatures should be placed on following page.)
The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: __________________________

FIRM NAME ____________________________
ADDRESS ____________________________
TELEPHONE NO. _______________________
SIGNED ____________________________
PRINTED NAME ____________________________
TITLE: __________________________`

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)
ADDRESS ____________________________

In Presence of Witness: __________________________

TELEPHONE NO. _______________________

Printed Name: ____________________________

BY ____________________________
(To) ____________________________

Printed Name: ____________________________

BY ____________________________
(To) ____________________________

C. CORPORATION

(Name of Corporation)
ADDRESS ____________________________

Attest: ____________________________

TELEPHONE NO. _______________________

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

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

BY: ____________________________

________________________
Signature of Officer and Title

________________________
Printed Name

________________________
Title
Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. ________________________________________________________________

Name of Contractor __________________________________________________________

Address ______________________________________________________________________

City_________________________ State_________ Zip Code_____________________

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. ________________ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

__ All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
__ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
__ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Printed Name of Authorized Representative: _____________________________________________

__________________________________________________________________________

Signature of Authorized Representative Date

__________________________________________________________________________

Title

Witness Name (Typed or Printed)
APPENDIX C

CONTRACT FORMS

1. Sample Master Contract
2. Contract Affidavit
APPENDIX C

Sample Contract – Do Not Complete

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
MASTER SIGNAGE SERVICES CONTRACT #91175

_______________ __, 2014

CONTRACTOR:  _________________
Federal Employer ID:  __-_________
Address:   ________________________
                                                                                     
Contact Person:  ________________________
Contact Phone:  ________________________
Contact Fax:   ________________________
Contact Email:  ________________________

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

UMUC Procurement Officer/Contract Manager:
Phone Number:
E-mail address:
THIS CONTRACT (“Contract”) is made as of this _____ day of ____________, 2014, by and between ________________, a corporation organized under the laws of the State of __________, with offices at ________________________, ______, __ _____, hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University.”

RECITALS

The University issued solicitation documents (Reference #91175) on February 7, 2014, as amended from time to time (the “RFP”), to solicit a provider of signage services. Contractor submitted a technical proposal dated February 25, 2014 and price proposal dated February 25, 2014, and accepted by the University (“collectively, Proposal”) in response to the RFP, and the University subsequently selected the Contractor as the awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.1 Contractor shall provide to the University signage services (the “Services”), as from time to time ordered by the University, in accordance with the terms and conditions of this Contract.

1.2 This Contract consists of multiple documents as follows in order of precedence:

   o Any Amendments to this Contract
   o This Contract Form (pages 1 through ___);
   o The Solicitation #91175 and all amendments to the solicitation;
   o Contractor’s Technical Proposal dated ___________ as to Sections ___ only and Price Proposal dated _____________; and,
   o Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).

1.3 This Contract shall be in effect from _________________ __, 20__ through ___________ __, 20__ unless otherwise extended, expired or terminated pursuant to this Contract. There are four (4) 12-month renewal options at UMUC’s sole option.

1.4 Termination by Notice: In addition to the termination rights as set out in Section 11 of this Contract, UMUC reserves the right to cancel or discontinue, with sixty (60) day prior written notice to the Contractor, the Master Contract (or, any Task Order Contract done under the Master Contract) at any time during the Initial Term or any Renewal Term of the Master Contract and/or Task Order Contract, whichever is applicable, without penalty
if deemed in its best interest. As well, UMUC may elect, at its sole discretion, to procure the products and services in another manner as this Master Contract is non-exclusive.

1.5 Any Task Order Contract or Purchase Order that commences during the Term or any Renewal Term(s) of the Master Contract may be completed under the Master Contract terms and conditions and/or the Task Order Contract/Purchase Order terms and conditions, even if the completion date of the Task Order is subsequent to the termination and/or expiration of the Master Contract.

2. DEFINITIONS

In addition to the definitions ascribed elsewhere in this Contract, the terms below will have the following meanings when and if used in this Contract:

2.1 “Services” means all work necessary to provide the service specified, which may include without limitation consulting, designing, development, installation, surveying, testing, implementation, and consulting.

2.2 Task Order Request for Proposal (also referenced as “TORP”) – A request for a proposal issued under this Master Contract to one or more of the awarded Master Contractors by UMUC for specific products and/or related services. A TORP may include a scope of work (“Scope”) developed in accordance with this Contract which sets forth specific products and/or services required to be provided by the Contractor to UMUC under a Task Order Contract.

2.3 Task Order Proposal (or “TOP”) – A Contractor’s response to UMUC’s Task Order Request for Proposal.

2.4 Task Order Contract (or “TOC”) – An agreement entered into subsequent to the signing of the Master Contract between UMUC and the Contractor that is specific to the product and/or related services to be provided by the Contractor to UMUC. Such TOC may also contain specific mandatory terms and conditions applicable to the specific TORP SOW, including but not limited to, how modifications to the TOC or Purchase Order will be handled. UMUC may issue a Purchase Order as a Task Order Contract.

2.5 Statement of Work (SOW) developed between Contractor and UMUC that details the products and related Services including, but not limited to, the approach and methodologies for delivery and provision of the products and/or related Services under a TOC. The SOW may be a work in progress intended to be finalized after the execution of the TOC. The SOW may be incorporated by reference or amendment into a TOC.

2.6 Procurement Officer: As used in this Contract, the Procurement Officer for the Master Contract; a specific UMUC Procurement Officer may be designated under a specific TOC.
2.7 **Purchase Order**: Purchase Order as used throughout this Contract includes Purchase Orders issued by UMUC that may contain preprinted PO Terms and Conditions. The preprinted Terms and Conditions, if any, will not supersede the terms and conditions in the Master Contract, unless the PO Terms and Conditions are specifically accepted by the parties.

3. **PROFESSIONAL SERVICES**

3.1 The Contractor shall perform the Project as described in Exhibit A to this Agreement or in a Task Order Contract (TOC). Services shall be performed in accordance with the schedule included in Exhibit A or in the TOC, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to Exhibit A or in the TOC. The Contractor shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.

3.2 The maximum fee for the Contractor's professional services is **$500,000.00** for the life of the contract. The Contractor’s fees for services required to complete the Project shall not exceed the maximum fee.

3.3 The UMUC Office of Facilities Management will designate a staff member to act as coordinator (“Project Coordinator”) between UMUC and the Contractor for each TORP. Throughout the period of the Services, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other UMUC personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other UMUC offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.

3.4 The professional services team for the Project shall be the same team identified in the Contractor's submittal responding to UMUC's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to UMUC's approval, and notify UMUC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor’s Team) shall be reported to UMUC in writing as they occur.

3.5 **Implementation Process**: UMUC, at its sole option, may from time to time prepare a document (“Task Order Request for Proposal” or “TORP”) which sets out UMUC’s product(s) and/or Service(s) needs. UMUC will issue the TORP to one or more Contractors; the number of Contractors issued a TORP is at UMUC’s sole discretion. The Contractor shall submit a Task Order Proposal (“TOP”) to UMUC in response to the issued TORP; such TOP shall include a price proposal and other information as requested in the TORP for evaluation by UMUC. The TOP will set forth the Contractor’s tasks, deliverables, and schedule. If Contractor’s Task Order Proposal is accepted by UMUC, UMUC shall issue, as applicable to the TORP and negotiated between UMUC and the
Contractor, a Task Order Contract (TOC) and/or purchase order (PO) incorporating the TOP, which shall become part of this Contract. UMUC at its sole discretion will select the most advantageous proposal for the award of the Task Order Contract. (Exhibit C attached to this Contract outlines the Implementation Process which may be adapted to UMUC’s specific needs and requirements.)

3.6 All terms and conditions of UMUC's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon UMUC and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMUC.

4. FEES AND PAYMENT

4.1 Contractor’s fees shall not exceed the rates set forth in the Contract per the Contractor’s price proposal dated February 25, 2014.

4.2 As compensation for satisfactory performance of Services on a mutually agreed upon schedule for each deliverable or at completion of the project, the University will pay Contractor no later than thirty (30) days after the University’s receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

4.3 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. The University is generally exempt from such taxes, and Contractor agrees not to charge the University for such taxes in accordance with applicable law. The University will provide exemption certificates upon request.

4.4 Electronic funds may be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor an exemption. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

5. WORK PRODUCT

5.1 Contractor shall complete all reports and presentations required by the University and other reports set forth in the Contract (or relevant Task Order). The Task Order shall remain in effect through Contract completion. However, where the Task Order is issued close to the expiration date of the Contract, the terms and conditions of the Task Order shall remain in full force and effect through contract completion, notwithstanding the expiration of this Contract on ______________________________.
5.2 Contractor agrees that all research, notes, data, computations, estimates, reports or other documents or work product obtained by or produced by Contractor under this Contract (the “Work”) shall be the sole and exclusive property of the University. Upon the University’s request or upon the expiration or termination of this Contract, Contractor shall deliver or return all copies of the Work to the University. The Contractor is permitted, subject to its obligations of confidentiality, to retain one copy of the Work for archival purposes and to defend its work product.

5.3 Notwithstanding the terms of Paragraph 7, Contractor is permitted to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by the Contractor prior to, or acquired during, the performance of the Services under this Contract.

5.4 Contractor and University intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If for any reasons the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to University, its successors, assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

5.5 Contractor agrees to execute all documents and to perform such other proper acts as University may deem necessary to secure for University the rights in the Work.

5.6 In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

6. DELIVERY, EVALUATION AND ACCEPTANCE PROCEDURE

6.1 Delivery shall be made in accordance with the solicitation specifications or this Contract, whichever is applicable. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrance, from any cause whatsoever, during the progress of any portion of the work specified in this Contract.
6.2 Contractor should provide written notice of Deliverable to designated UMUC POC stating the Deliverable is completed and stating the response date required. The University will have thirty (30) business days in which to respond, unless a different response period is specified in UMUC’s solicitation or this Contract. Upon completion and delivery of each deliverable by Contractor, UMUC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 4 of this Contract will be based on the completion/delivery of a deliverable by Contractor and acceptance by UMUC of each deliverable. Contractor will demonstrate to UMUC that the deliverable has been completed or has occurred and will provide UMUC with written notice of the same.

6.3 Within the time period specified above in 6.2, UMUC shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then UMUC will provide written confirmation to Contractor that the deliverable is accepted.

6.4 If the deliverable does not Materially Conform, UMUC shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to UMUC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to UMUC within the time period specified, or if not specified, then within ten (10) business days for further testing by UMUC. If the deliverable again fails to Materially Conform then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then UMUC may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin the termination process as defined in Section 11.1 of this Contract. If UMUC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

6.5 UMUC will make payments only for Materially Conforming Deliverables that have been accepted by UMUC in accordance with this Section 6. Refer to Section 11.10 for Dispute Resolution process to be followed in the event the Contractor and UMUC do not agree on the acceptability of a Deliverable.

6.6 If either party fails to meet the testing period described above, or any other periods of time as mutually agreed to, the other party may declare the Contract in material breach and begin the termination process as defined in Section 11.1 of this Contract.

7. INTELLECTUAL PROPERTY

7.1 Neither party may use the other party’s name, trademarks or other proprietary identifying symbols without the prior written approval of the other party.
7.2 Contractor agrees to defend upon request and indemnify and hold harmless UMUC, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment or services under this Contract.

8. CONFIDENTIAL INFORMATION

8.1 Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and otherwise, Contractor may have access to, has obtained or may obtain, or has been or may be given the University’s Confidential Information (as defined herein). For purposes of this Contract, “Confidential Information” means all information provided by the University to Contractor, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information.

8.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.

8.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.

8.4 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UMUC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

8.5 Contractor’s obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

8.6 Contractor acknowledges that Contractor’s failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section 8 shall be a material breach of this Contract.

8.7 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor’s possession or control. Contractor shall forward any request for disclosure of Confidential Information to:
8.8 Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and the University agree in writing to disclose. Contractor shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the Confidential Information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

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

9. RELATIONSHIP OF THE PARTIES

9.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the parties. Neither party shall bind or attempt to bind the other to any contract, warranty, covenant or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance.

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

9.3 Each party reserves the right to review all press releases or other public communications of the other party that may affect the party’s public image, programs or operations.

10. DISTRIBUTION OF RISK

10.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract. Contractor shall also maintain in full force and effect workers’ compensation insurance as required by the laws of the jurisdiction where the Services are performed. Upon request, Contractor shall provide the University with evidence of such insurance pursuant to Section 11.23.1 of this contract.
10.2 Contractor shall indemnify and hold harmless the University and the State of Maryland, their officers, employees, and agents, from any and all costs (including without limitation reasonable attorneys’ costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor’s performance under this Contract. The University agrees to notify Contractor promptly of any known liabilities, claims, or demands against the University for which Contractor is responsible hereunder, and Contractor agrees to at UMUC’s request defend the University or settle any such liabilities, claims, or demands.

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

11. GENERAL TERMS AND CONDITIONS

11.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the University may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The University will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which the University is entitled pursuant to this Contract shall become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

11.2 Termination for Convenience. The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

11.3 Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion
of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or the University, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

11.4 **Suspension of Work.** The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.

11.5 **Subcontracting and Assignment.**

11.5.1 The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of the University nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMUC. The University shall not be responsible for the fulfillment of the Contractor’s obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that UMUC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to the University for acts and omissions of subcontractors.

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

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

11.7 **Contract Integration and Modification.** This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
11.8 **No Third Party Beneficiaries.** This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third party beneficiary of this Agreement.

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

For the University:

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

For the Contractor:

________________________
________________________
________________________

11.10 **Disputes.** This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

11.11 **Retention of Records.** Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

11.12 **Non-Hiring of Employees.** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

11.13 **Non-Discrimination in Employment.** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
11.14 **Contingent Fee Prohibition.** The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of this Contract.

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

11.16 **Political Contribution Disclosure.** Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12 month period of time involving cumulative consideration in the aggregate of $100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.

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

11.18 **Ethics.** This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMUC employee in connection with this procurement.

11.19 **Compliance with Laws.** The Contractor hereby represents and warrants that:

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

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

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

11.19.4 It shall obtain, at its expense, all licenses, permits, insurance, and
governmental approvals, if any, necessary to the performance of its obligations under this Contract.

11.20 **Indemnification.** UMUC shall not assume any obligation to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this Contract.

11.21 **Multi-Year Contracts Contingent Upon Appropriations.** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

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

11.22 **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

11.23 **Insurance.**

11.23.1 The Contractor shall secure, and shall require that subcontractors secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract inclusive of the requirements in the solicitation documents and pursuant to this Section 11.23 of this Contract:

Commercial General Liability Insurance including all extensions:
Not less than $1,000,000 each occurrence
Not less than $1,000,000 personal injury
Not less than $1,000,000 products/completed operation
Not less than $1,000,000 general aggregate
Worker’s compensation per statutory requirements
Fiduciary Bonding of Workers with access to credit card information

Professional liability insurance in an amount not less than $1,000,000
11.23.2 All policies for liability protection, bodily injury or property damage and fiduciary bonding must specifically name on its face the University as an additional named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor’s liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor’s liability for injury to the property of the University and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University.

11.23.3 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify the Procurement Officer, in writing, forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy.” 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.

12. **LIVING WAGE**

12.1 This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.

12.2 The Living Wage Law does not apply to:

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

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

(3) Service contracts for the following:

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

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

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

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

12.6 The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

12.7. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee’s wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
12.8 A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.

12.9 Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

12.10 Information pertaining to reporting obligations may be found by going to the DLLR Website http://www.dllr.state.md.us/ and clicking on Prevailing Wage.

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

UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE

By: ____________________________  By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________
EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT

THIS Exhibit A to CONTRACT ("Contract") _______ is made as of this _____ day of ___________, 2014 by and between ________________________, a corporation organized under the laws of the State of ________, with offices at ________________________, _____, ______, hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

Description of Scope of Work:
Exhibit B

Task Order Request for Proposal (TORP)

Implementation Process

Award of Task Orders: The Task Order Request for Proposal (TORP) process will be handled as follows:

A. Task Order Request for Proposal: As the need for Signage Services arises, UMUC will contact a Master Contractor(s). UMUC will be responsible for the issuance of all TORPs. UMUC will provide to the Master Contractor(s) a written Task Order Request for Proposal that may include but will not be limited to the following:

1. Product(s)/Service(s) required with accompanying specifications and functionalities.

2. Project Management and Staffing Plan for providing the required services. Such plan may include, but is not limited to, the executive management, project management, technical and functional consultants, etc. If requested, references of similar projects are to be provided for the proposed staff so that UMUC may, if it so chooses, check references.

3. Similar firm experience with other customers/clients including contact information so that UMUC may, if it so chooses, check references.

4. Utilization of Subcontractors, if any, that are proposed to provide some of the required services. If subcontractors will provide some or all of the required services, UMUC may request references of the subcontractors; past working relationships with the Master Contractor; firm experience, etc. to be provided for the subcontractor.

5. A schedule of tasks and level of effort to ensure that the required time frame to complete the work is in accordance with the University's scope.

6. Contractors are encouraged to seek Maryland Certified MBE’s to participate in the resulting Task Orders.

7. Quoted lump sum fee or not-to-exceed price for the services (dependent on the requirements within University's scope of services) with a breakdown by materials, tasks and hours for each and billable hourly rate.

Note: In addition to the information noted above, UMUC reserves the right to request additional information from the Master Contractors as it deems appropriate for the scope of services. In such instances, this request will be included in the TORP issued by the applicable department.

B. UMUC may conduct a pre-proposal meeting, if applicable, with the invited awarded Master Contractor(s).
C. The Master Contractors will provide to UMUC’s Procurement Officer a proposal (Task Order Proposal or TORP) for the requested services that addresses the specified technical and price criteria.

D. **Evaluation:** The evaluation criteria and process is solely at UMUC’s discretion and will be included in the requirements and/or scope of work for the related Task Order Request for Proposal (TORP) issued by UMUC. UMUC will be responsible for the review and evaluation of the task order proposal responses received. UMUC will evaluate the task order proposals for, but not limited to, cost advantage, proposed assigned key personnel's expertise and time commitment, firm experience and expertise, references of the firm and/or key personnel, ability to meet the required schedule, ability to provide the scope of services, etc.

As part of the evaluation, the Committee may request interviews of proposed Master Contractor team members and/or discussions with the Master Contractors.

Following the evaluation of the proposal, including any applicable interviews and/or discussions, an award will be made by UMUC to the Master Contractor(s) with the most advantageous proposal. The award will be based in accordance with the TORP and may be based:

1. solely on price with the lowest responsive and responsible cost receiving the award;

2. on a combination of technical and price evaluation/ranking; or

3. solely on technical expertise, followed by UMUC negotiating a fee with the top ranked Contractor. In the event of unsuccessful negotiations, UMUC may discontinue negotiations with the top ranked firm and proceed to the next rank, and so forth;

E. **Award:** Dependent upon the Services to be provided or the nature of the assignment/engagement, a Task Order Contract (TOC) and Purchase Order (P.O.), or solely a Purchase Order will be issued by UMUC to the successful Master Contractor for each specific task order. The business terms and conditions of the Master Contract will apply unless specifically revised, at UMUC’s sole discretion, for a specific Task Order Contract.
CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _________________________________________________________
Address: __________________________________________________________

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated ______________, 20__, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.
I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ____________________  By: ____________________________________________
APPENDIX D

ELECTRONIC FUND TRANSFER SCHEDULE

Payments to Contractors by Electronic Funds Transfer (EFT)

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

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

Appendix E

Living Wage Requirements

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

As of 9/27/2013, Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least $13.19 per hour, if State contract services valued at 50% or more of the total value of the contract is performed in the Tier 1 Area. As of 9/27/2013, if State contract services valued at 50% or more of the total contract value is performed in the Tier 2 Area, an Offeror shall pay each covered employee at least $9.91 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

The contract resulting from this solicitation has been determined to be a Tier 1 contract.
Appendix E
Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. _______________________________________________________________________________
Name of Contractor _________________________________________________________________________
Address___________________________________________________________________________________
City_________________________________________________ State_____________ Zip Code___________

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

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

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our
commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland
and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the
above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage
at least the living wage rate in effect at the time service is provided for hours spent on State contract
activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to
their covered employees who are subject to the living wage for hours spent on a State contract for services.
The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements
during the initial term of the contract and all subsequent renewal periods, including any increases in the
wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of
the revised wage rate. The living wage rate effective September 27, 2013 is $13.19 per hour. This
living wage rate changes each year and is published 90 days from the end of the University’s fiscal year at
http://dllr.maryland.gov/labor/prev/livingwage.shtml. The University’s fiscal year is July 1st through June
30th.

B. Contractor further agrees that UMUC has the right to conduct an independent audit by University internal
auditors or State of Maryland auditors of the Contractor’s payroll records to confirm this affirmation at any
time. Contractor also agrees to cooperate with UMUC to supply required documentation in the event that it
is requested as support for this affidavit by the State of Maryland or an agency of the State of Maryland.
Any information that is supplied by contractor under this Affidavit to UMUC, the State of Maryland or an
agency of the State of Maryland will be subject to the terms of the Maryland Public Information Act.

C. _____________________ (initial here if applicable) The Bidder/Offeror affirms it has no covered
employees for the following reasons: (check all that apply)

__ All employee(s) proposed to work on the State contract will spend less than one-half of the
  employee’s time during every work week on the State contract;
__ All employee(s) proposed to work on the State contract will be 17 years of age or younger during
  the duration of the State contract; or
All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: ________________________________________________________
_____________________________________________________________________________________

Signature of Authorized Representative     Date
_____________________________________________________________________________________

Title

Witness Name (Typed or Printed)

Witness Signature       Date
APPENDIX S

SOLICITATION TERMS AND CONDITIONS

This solicitation and any subsequent award are further subject to:

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

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

3. Cancellation of the RFP.
UMUC may cancel this RFP, in whole or in part, at any time.

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

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

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

7. **Confidentiality.**

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

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

8. **Multiple Proposals.**

Contractors may not submit more than one Proposal.
Contractors may not submit an alternate to the solution given in this RFP.

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

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

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

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

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

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

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

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

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

17. Addenda Acknowledgment.
Offerors must acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement must be included in the Technical Proposal.

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

Minority Business Enterprises (MBEs) are strongly encouraged to respond to this solicitation notice.

20. Living Wage Requirements.
A solicitation for services under a State contract valued at $100,000 or more may be subject to Maryland’s Living Wage requirement, located at Maryland Code Annotated, State Finance and Procurement Article, Title 18, §§ 18-101 through 18-109. Additional information regarding the Living Wage requirement is contained in Appendix E, if applicable to this solicitation. An Offeror that fails to submit and complete the Affidavit of Agreement contained in Appendix E, if applicable, may be deemed not responsible by the Issuing Office.
21. **Conflict of Interest.**
The Contractor awarded the Contract shall provide the specified services for UMUC, and must do so impartially, and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a Contractor’s Proposal under COMAR 21.06.02.03B. Contractors should be aware that the State Ethics Law, State Government 15-508, might limit the selected Contractor’s ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 15 and 16 above. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause.