



UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL # 90914

for Exterior Campus Signage

SIGNIFICANT DATES:	TIME:	DATE:
Issue Date:		October 6, 2011
Pre-Proposal Conference	10:00 a.m.	October 14, 2011
Due Date	4:00 p.m.	October 21, 2011
Oral Discussions	To be confirmed	November 3, 2011

WARNING: Prospective Offeror who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and contact information. Any Prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE (UMUC)
Procurement Services
3501 University Boulevard East UC310
Adelphi, Maryland 20783
www.umuc.edu

EXTERIOR CAMPUS SIGNAGE

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

RFP # 90914

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SECTION 1

INSTRUCTIONS TO PROPOSERS

A. **Summary:** The University of Maryland University College (also called the “University” or “UMUC”) is soliciting proposals for the fabrication and installation of two (2) exterior LED Signs and one (1) internally illuminated building mounted sign from qualified sign fabricators, (also called “Contractor”, “Firm”, “Offeror”) as further described in the Request For Proposal document (“RFP”, “Request for Proposal”). The signs will each have a different base. As well, removal and patching the area of an existing building mounted sign is required in order to install the new building sign at the Adelphi location. Signs are to be installed at the UMUC Academic Center located at 1616 McCormick Drive in Largo, Maryland and the Adelphi campus located at 3501 University Blvd, Adelphi, Maryland.

B. **Issuing Office**

Main Point of Contact

Physically located in the University Centre building

Procurement Suite UC310

4716 Pontiac Street, College Park, MD 20740

Wendy McDermott

Assistant Director

wmcdermott@umuc.edu

240-684-5132

University of Maryland University College

Mailing Address:

University of Maryland University College

3501 University Blvd East UC 310

Adelphi MD 20783

If Wendy is not available:

Cecelia Newbrough

cnewbrough@umuc.edu

240-684-5136

The sole point of contact in the University for the purpose of this RFP is the Issuing Office. Any questions with regard to any aspect of this Solicitation must be directed to Wendy McDermott in writing (preferably via e-mail).

C. **Questions and Inquiries**

Questions and inquiries should be directed to the Issuing Office noted above.

All such questions and inquiries must be received by October 14, 2011

An amendment will be issued to all proposers without identification of the original inquirer. Written addenda will be posted at UMUC’s electronic bid board at

www.umuc.edu/procurement. It is the sole responsibility of all interested Proposers to check the electronic bid board for such postings.

D. Addenda Acknowledgment.

Prospective proposers responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. Receipt of the addenda, amendments and/or change issued must be acknowledged in writing by proposers and included in the technical proposal. Refer to Appendix A for form to be completed and returned.

E. Delivery of Proposals

Proposals must be delivered and time-stamped to:

University of Maryland University College
4716 Pontiac Street
Attn: Wendy McDermott
University Centre – Room 310
College Park, Maryland 20740

F. Proposal Closing Date

The Technical Proposal and Price Proposal are both due on October , 2011. The Technical Proposal must be in a separate sealed envelope from the Pricing Proposal. An original plus three (3) copies (for a total of 4) of both the Technical Proposal and Price Proposal must arrive at the Issuing Office by **Friday October 21th, 2011 on or before 4:00 p.m. in order to be considered.** Proposers are requested to clearly mark the "original" set of both the Technical and Price Proposals.

LATE PROPOSALS CANNOT BE ACCEPTED. Proposals are to be delivered to the University's Office of Procurement Services located in Room 310 of the University Centre building at 4716 Pontiac Street, College Park, Maryland 20740. The University recommends against use of mail or delivery services which will not guarantee delivery directly to University Centre Room 310. Proposals delivered to the campus central mail facility or to locations other than UC Room 310 will not be considered "received" by the University's Issuing Office until they arrive at Room 310 located at University Centre and are clocked in. 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.

G. Access to Issuing Office

UMUC's University Centre location, in which Procurement Services is located, is accessible between the hours of 8:00 a.m. until 5:00 p.m. Monday through Friday with exception of University holidays.

The Procurement Office is accessible to the public through the first floor after signing in with the UMUC security guard. Once you are inside the building, take the elevator or stairs to the third floor and follow the room numbers to Suite 310. Directions to UMUC University Center (UC) are available at

http://www.umuc.edu/visitors/locations/uc_building.cfm. Parking is available by pulling a ticket at the lift gate. Please ask for a token to use upon leaving. **Vendors must allow**

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sufficient time in delivering proposals University Centre, Suite 310, to ensure timely receipt and clocking in by the Issuing Office.

H. Pre-Proposal Conference

There will be a Pre-Proposal Conference held in conjunction with the RFP. Attendance at the Pre-Proposal conference is not mandatory but is highly recommended. The meeting will be held on October 14, 2011 **from 10:00 a.m. to 11:00 am at the Inn and Conference Center (ICC), located at 3501 University Blvd East, Adelphi, MD, 20783, Room 3138.**

You must contact Wendy McDermott at wmcdermott@umuc.edu if you plan on attending.

I. Duration of Proposal Offer

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

J. Term of Contract

The contract shall commence on the notice-to-proceed (anticipated to be in November 2011) and to be completed as soon as possible.

K. Formation of Contract and Issuance of Purchase Order

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

The Contract to be entered into as a result of this RFP shall be between the contractor and the University in the form of a University contract and shall contain the provisions included herein as Appendix C (Contract) as well as any additional terms required by the University of Maryland University College or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C (Contract) and will execute a contract upon request by University of Maryland University College. UMUC is under no obligation to consider any vendor terms and conditions. UMUC will also issue a purchase order to the awarded firm.

L. Minority Business Enterprise Notice

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice. Minority participation is important to UMUC and the State of Maryland. State-certified Minority Business Enterprises (MBE) 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 website http://www.mdot.maryland.gov/MBE_Program/Index.html

M. UMUC Confidential Information

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 firm 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 Offeror to propose responsive solutions to UMUC's needs and requirements, UMUC is willing to disclose certain confidential information to Offeror, 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.

N. License

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

O. Living Wage

This 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.

SECTION 2
SPECIFICATIONS

A. General:

The specifications and drawings dated 10/3/2011 as prepared by Design Collective entitled “Campus Signage, Adelphi & Largo Campus Sign Items – Design Intent Documentation” are posted on UMUC’s Electronic Bid Board at www.umuc.edu/procurement. These drawings include all specifications for the fabrication and installation of the signs. Successful Contractor is responsible for all material, labor, equipment, tools, and supervision related to the successful completion of the scope of work.

B. Coordination and Progress:

Contractor shall assign appropriate staff to the University to ensure the satisfactory completion of the scope of work and who will be the University’s primary point of contact for all aspects of the work to be provided. This person is responsible for assigning and scheduling the necessary staff to the fabrication and installation of the signage as well as coordinating the necessary equipment and materials. He/she will also be responsible for resolving all service related issues to the University’s satisfaction.

Contractor is to provide 100% on-site supervision of employees and/or sub-contractors and will see that the necessary equipment, tools, materials, and labor forces are available for all phases of the project.

All staff responsible for the management of the project must be fluent in the English language.

Contractor shall notify the UMUC representative(s) within one (1) day of any issues related to the performance of any portion of the project and provide recommended action to take.

C. Project Schedule:

The signs are to be manufactured and installed as soon as possible following the notice to proceed which is anticipated to be issued to the successful Contractor in November 2011. Analysis of the proposed schedule will be considered in making the award.

D. Insurance:

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

Commercial General Liability Insurance including all extensions-

Not less than \$1,000,000 each occurrence;

Not less than \$1,000,000 personal injury;

Not less than \$1,000,000 products/completed operation

Not less than \$2,000,000 general aggregate

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

Builders Risk insurance equal to the estimated cost of the signage.

All policies for liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University System of Maryland as and 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, student, faculty members, agents, officers, regents, invitees or guest of the University.

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.

The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

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

E. Prohibition of Gifts and Gratuities:

Contractor agrees that it will comply with the Maryland State Ethics laws and University Policies regarding gifts and honoraria to University employees. Contractor warrants that it has not offered or given, and will not offer or give to any employee or representative or family member of an UMUC employee a payment, gratuity, personal service, entertainment, or gift, other than novelty advertising items of a nominal value (i.e., pens, pencils, calendars, writing pads, clipboards, cups). Any other offerings except those legitimate business-related activities (i.e. site inspections, business symposiums, business meals and other contractor functions) that are allowed, may be construed as Contractor's attempt to improperly influence decisions at UMUC. Contractor agrees that UMUC may, by written notice to Contractor, terminate this Agreement if UMUC determines that Contractor has violated this provision.

F. General Waste:

It is desirable that the contractor recycle, reuse and/or salvage as much material as possible. All waste shall be recycled as appropriate. If possible, the path for all waste materials should be first to reuse, second to recycle, and lastly to landfill.

**SECTION 3
PROPOSAL REQUIREMENTS**

1. PROPOSAL PHASES: Technical and Pricing Proposals are both due October 21, 2011

1.1 Technical Proposals

The Technical Proposal must be submitted in a sealed envelope or container. The envelope/container shall have the Proposer's name, the RFP Title and RFP number prominently displayed and labeled as "TECHNICAL PROPOSAL", and shall be delivered on, or before, **October 21, 2011 on or before 4:00 p.m.** to the UMUC's Issuing Office noted in Section 1 of this RFP as the "Issuing Office". **One (1) original and three (3) copies (for a total of four)** are to be provided. **The original is to be clearly labeled.** The original hard copy is the official copy of the proposer's response. Late proposals cannot be accepted.

1.2 Price Proposal Submittal

The Price Proposal must be submitted in a separate sealed envelope. The envelope shall have the Proposer's name, the RFP Title and RFP number prominently displayed and labeled as "PRICE PROPOSAL", and shall be delivered with the Technical Proposal on or before, **October 21, 2011 on or before 4:00 p.m.** to the UMUC's Issuing Office noted in Section 1 of this RFP as the "Issuing Office". **One (1) original and three (3) copies** are to be provided. **The original is to be clearly labeled.** The original hard copy is the official copy of the proposer's response. Late proposals or proposals submitted to another UMUC building cannot be accepted.

1.3 Oral Discussion Sessions

Only those Proposers who are shortlisted based on the initial technical evaluation may be requested to attend Oral Discussion Sessions at the University. The date and time for these sessions will be set upon completion of the Initial Technical Evaluation; however, if these are held, it is anticipated that they will be conducted November 3rd so Proposers are advised to hold this date open.

**SECTION 3
TECHNICAL PROPOSAL REQUIREMENTS**

2. Technical Proposal Requirements

Offerors are requested to paginate the proposal and to provide tabs (or some form of separation) to separate responses to the technical criteria.

2.1 Transmittal Letter

A transmittal letter prepared on the Proposer's business stationery must accompany the proposal. The letter should convey all proposal requirements. The letter must be signed by an individual who is authorized to bind the firm to all statements.

2.2 Technical Proposal Criteria

The Proposer is to provide clear, concise, yet detailed responses. As well, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) are to be included in the technical proposal. Marketing material may be provided as an appendix. Pricing is to be submitted in a separate package.

2.3 Signing of Forms

The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they 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.

2.4 Technical Criteria

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response.

This volume should be prepared in a clear and concise manner. It should address all appropriate points of this RFP. The contents of this volume must address the following items, as indicated below, and additionally, must include the appropriate completed forms or responses as indicated in the items as listed below.

The following items are listed below in order of importance.
Proposers are requested to compile their proposals in the same order.

a. Contractor Experience:

Complete the Firm Experience form in Appendix A.

Three (3) must be LED Message Boards and one (1) illuminated building sign the Proposer deems similar to the exterior message boards required by UMUC. Contracts should be of similar size, scope, and complexity to this proposed project for UMUC. For each project, provide the following:

- Client Name, Contact information (name, address, email address, and phone number).
- Brief description of the exterior message sign fabrication and installation services provided. Include the height and size of the sign, materials, placement of it, any subcontractors required to complete the project (such as electrical and structural) and all permits required;
- the dollar value of the contract
- the name of your Project Manager assigned.
- the start and end date for completion
- Similarities to the proposed UMUC project
- A picture of the sign is to be provided.

b. References:

The University will check references of the firm by contacting the clients provided in the **Contractor Experience** form. Contact information provided must include the name and title of the contact, address, e-mail and phone number. The contact provided should be able to speak to the performance of the contractor. The University reserves the right to check any other references including itself if applicable. References will be held in the strictest of confidence by the University.

c. Approach:

Complete the Approach form in Appendix A. By completing this form, firms are to provide a detailed and concise explanation of how the firm will complete the work. The primary points of contact for the University must be fluent in the English language. The management staff must be direct employees of the proposing firm.

In addition to the form, you must provide a detailed explanation and scope of work as to the firm's proposed approach to completing the project as outlined in the solicitation and the Design Intent Documentation. This explanation is to include, but is not limited to:

- Proposed management and staff to include a description of qualifications for the primary point(s) of contact for UMUC and the proposed numbers and types of crews.
- Anticipated trades that will be performed by sub-contractors and how the Contractor will monitor and manage the performance of these;
- Detailed and concise explanation of how the firm will complete the work for each phase of the project.

d. Key Personnel:

Provide qualifications for the following key personnel:

- Proposed Project Manager. The Project Manager should be the same Project Manager on at least one reference
- Primary Point of Contact for this project.
- Field Superintendent

e. Firm Profile:

Complete the Firm Profile form in Appendix A.

- Address of the office that will be serving UMUC
- Location of plant
- Size of company
- Total number of employees in the firm and total number of employees in the office and in the field (by job position) that will be servicing UMUC
- Types and quantities of signs installed by contractor
- Subcontracting opportunities for Maryland State Certified Minority Business Enterprises (if any) and percent of overall contract value committed to MBE's
- Annual sales for the company on a per year basis for the last three (3) years (2010, 2009, and 2008).

f. Schedule: (See Approach Form located in Appendix A)

Explain in your Proposal how your firm, if awarded this contract, would prepare to undertake this contract. Provide a schedule showing important milestones, including notice of the award, contract execution, and the sequence and duration of all manufacturing and installation tasks necessary to complete the project.

2.5 Proposal Affidavit

State Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. The Proposal Affidavit is included in **Appendix A**.

2.6 Insurance

Provide a copy of a Certificate of Insurance verifying your firm's coverage Commercial General Liability, Workmen's Compensation, Builders Risk and Employer Liability Insurance. Refer to Section D for requirements.

2.7 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**) is to be completed, signed, and included in the Proposer's Technical Proposal.

Note: Clarification to Design Intent Documentation dated 10/3/2011:

Page 5, item 19;
Warranty requirements are 5 years parts, and 2 years labor

Section 3

ORAL DISCUSSION SESSIONS

1. Oral Discussion Sessions:

Only those Proposers who are shortlisted, based on the initial proposal evaluation, **may** be requested to attend an Oral Discussion Session at the University. Such sessions will be held only if deemed in the best interest of UMUC and solely at UMUC's discretion. Firms are to provide a complete Technical Proposal and should not rely on the Oral Discussion Session to clarify, supplement, or modify its proposal. The University reserves the right to complete the Technical Evaluation solely based on the written proposal submitted by the Proposers.

The date and time of the Oral Discussion Sessions will be set by the University upon completion of the initial technical proposal evaluation, however, if held, these sessions are anticipated to be held on November 3rd during the hours from 9:00a.m. – 5:00p.m. Proposers are advised to set this date and hours aside in their entirety on the calendars of the proposed Project Manager and Field Supervisor for the UMUC contract to avoid any conflicts. The actual time on this date will be verified with the applicable proposers at the time it is requested by UMUC.

The purpose of the Oral Discussion Sessions are to allow the University to meet the Proposer's key people and for these key people to convey their experience and expertise in exterior sign manufacturing and installation. As well, to discuss any aspects of the technical submittal which could include the project schedule, training and staffing and to provide an opportunity to clarify the scope of work. Upon completion of the Oral Discussion Sessions the University will finalize the Technical Evaluation as described in Section 4.

**SECTION 4
EVALUATION AND SELECTION PROCEDURES**

1. EVALUATION AND SELECTION COMMITTEE

All contractors' proposals received by the closing deadline will be reviewed. The Procurement Officer shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee may request additional technical assistance from any source.

2. EVALUATION PROCEDURE

2.1 Qualifying Proposals

The Procurement Officer shall first review each proposal for compliance with the RFP. Failure to comply with submittal requirements will normally disqualify a contractor's proposal. The University reserves the right to waive a requirement when it is in its best interest to do so. The contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be evaluated according to the criteria listed below. Proposals cannot be modified or supplemented after the due date unless specifically requested by the University.

Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal that displays a lack of organization, conciseness or attention to detail.

2.2 Technical Evaluation

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and ranking the proposals. Each proposal will be evaluated for its strengths, weaknesses, advantages and deficiencies as it relates to the required scope of the project and goals of the procurement.

Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Initial Technical Proposals and will not progress further in the procurement. Pricing proposals will not be opened for those firms. A short list may be developed based on the initial technical evaluation results. Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation of his/her firm's technical proposal.

The criteria that will be used by the committee for the technical evaluation are listed below and are in order of importance.

Firm Experience

Firm References

Approach: Staffing Plan, SOW and description of how the work will be completed

Key Personnel: *the proposed Project Manager must be the same PM as on one of the references provided*

Firm Profile

Project Schedule

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University's best interest.

2.3 Finalization of Technical Evaluation

Based on the selection committee's initial review of proposals, the University may invite without cost to itself, the shortlisted firms to an Oral Discussion Session to discuss their capabilities as further consideration in the evaluation process. Following the Oral Discussion Sessions, the Technical Evaluation will be finalized.

In order to finalize the Technical Evaluation, all categories will be re-evaluated based on the Oral Discussion Session. The University will establish a ranking of technical proposals from highest to lowest. A second shortlist may result from this evaluation.

2.4 Price Evaluation

Price Proposals will be evaluated on the proposed total dollar amount for the fabrication and installation of the exterior signs.

The University will establish a financial ranking of the proposals from lowest to highest total offers. The lowest evaluated total offer will receive the highest ranking and the offers with subsequently higher quotes will receive proportionally lower rankings.

- 3. Best and Final Offers.** When in the best interest of the University and the State, the Committee may recommend and the Procurement Officer may permit qualified Offerors to revise their proposals by submitting "Best and Final" offers.

- 4. Final Ranking and Selection.**

Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer an award to the Offeror whose proposal is determined to be the most advantageous to the University and the State of Maryland based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures.

Technical merit will have a greater weight than financial in the final ranking. The Procurement Officer retains the discretion to examine all factors to determine the award

of the contract. Award may be made to the proposal with a higher technical ranking even if its cost proposal is not the lowest. The decision of the award of the contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The goal is to contract with the contractor that provides the best overall value to the University.

END OF SECTION 4

SECTION 5
TERMS AND CONDITIONS OF THE PROPOSAL

5.1 Proposer's Responsibility.

Proposers 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 per the RFP. A Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded. UMUC will enter into a contractual agreement with the selected Contractor only. The selected Contractor shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the primary Contractor and the role of subcontractors must be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor of liability under this contract.

5.2 General Requirement.

Proposals must be made in the official name of the firm or individual under which business is conducted, showing the official business address, state in which it is incorporated or organized (if Proposer is not an individual) and must be signed by a duly authorized person. Proposals must be prepared in writing, simply and economically, providing a straightforward, concise description of the Proposer's proposal for meeting the required specifications of this procurement.

Offerors are requested to paginate the proposal and to provide tabs (or some form of separation) to separate responses to the technical criteria.

5.3 Receipt of Proposals.

Proposals will not be opened publicly; nor, can the identity of Proposers (individuals or entities) submitting proposals ("Proposers") be disclosed prior to actual contract award.

5.4 Duration of Offers.

Proposals (Technical Proposal and, if applicable, Price Proposal) submitted in response to this solicitation are irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the vendor and the University.

5.5 Rejection or Acceptance of Proposals.

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

5.6 Cancellation of the RFP.

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

5.7 Incurred Expenses.

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

5.8 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.

5.9 Electronic Funds Transfer (“EFT”).

May not be applicable

5.10 Procurement Regulations.

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

5.11 Confidentiality of Proposals.

A Proposer should give specific attention to the identification of those portions of the proposal that the Proposer 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. Proposers 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 Proposer’s position regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.

5.12 Proposal Affidavit and Certifications.

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

5.13 Economy of Preparation.

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

5.14 Multiple Proposals.

Contractors may not submit more than one proposal.

5.15 Proposal Modifications.

Contractors may modify their proposals by e-mail, or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication

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

5.16 Contractor Responsibilities and Use of Subcontractors.

The University of Maryland University College shall enter into contractual agreement with the selected offering contractor(s) only. The selected contractor(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 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. University of Maryland University College's intent is not to direct the use of any particular subcontractor, however, the contractor will not contract with any such proposed person or entity to whom University of Maryland University College has a reasonable objection. Notification of such objection will be made by University of Maryland University College within 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.

5.17 Public Information Act.

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement,). Failure to comply may result in rejection of your proposal.

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

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

5.19 Arrearages.

By submitting a response to this solicitation, a contractor 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.

5.20 Taxes.

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

5.21 RFP Response Materials.

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

5.22 Debriefing of Unsuccessful Offerors.

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

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

5.23 Maryland Public Ethics Law, Title 15.

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

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

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

5.24 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, contact the State Ethics Commission, toll-free phone number 877-669-6085, or see the website ethics.gov.state.md.us.

END OF SECTION 5

APPENDIX A - CONTRACTOR PROFILE

1. Company Name: _____
2. Company Address: _____
Location where signs will be fabricated: _____
Website Address: _____ FEI/TIN Number: _____
3. a. Primary Contact for Questions related to the Solicitation:
Name: _____ Title: _____
Telephone Number: _____ Years with Firm _____
Email Address: _____ Years of Experience _____
b. Proposed Project Manager for UMUC's sign project.
Name: _____ Title: _____
Telephone Number: _____ Years of Experience: _____
Email Address: _____ Years with Firm _____
c.. Proposed Lead Superintendent
Name: _____ Title: _____
Telephone Number: _____ Years with Firm _____
Email Address: _____ Years of Experience _____
4. Years Company in Business: _____
5. Approximate number and types of signs firm has installed: _____
6. Total Number of full time employees at location serving this contract: _____
Number of Project Managers: _____
Number of Field Supervisors: _____
7. Subcontracting opportunities on this contract for Maryland State Certified Minority Business Enterprises (must be certified by MDOT) and MBE percentage of overall contract value that Proposing Firm is willing to commit to:

8. Annual Total Sales Volume for the last three (3) years:
2008: \$ _____
2009: \$ _____
2010: \$ _____

APPENDIX A - CONTRACTOR EXPERIENCE

The Proposer is to provide four (4) previous jobs that he/she deems the most similar or relevant to the UMUC Exterior Campus Signage Project. **Three (3) must be LED Message Boards and one (1) must be an illuminated building signage.** These should demonstrate experience in similar signs as specified by UMUC. It is desired that the proposed Project Manager for these projects is the same Project Manager on the previous contracts.

Pictures and descriptions of the signs are to be provided with your Technical response.

1. Client: _____

Address: _____

Contact Name: _____ Contact Title: _____

Contact E-mail address: _____ Contact Phone Number: _____

Description of exterior sign manufactured and installed for this client:

Describe subcontractors utilized (if any) for this work:

Permits required for installation:

Term of the Contract (start and completion dates) for the manufacture and installation:

Dollar Volume of the Contract:

Name of Project Manager:

Similarities to the UMUC scope of services:

2. Client: _____

Address: _____

Contact Name: _____ Contact Title: _____

Contact E-mail address: _____ Contact Phone Number: _____

Description of exterior sign manufactured and installed for this client:

Describe subcontractors utilized (if any) for this work:

Permits required for installation: _____

Term of the Contract (start and completion dates) for the manufacture and installation:

Dollar Volume of the Contract:

Name of Project Manager:

Similarities to the UMUC scope of services:

3. Client: _____

Address: _____

Contact Name: _____ Contact Title: _____

Contact E-mail address: _____ Contact Phone Number: _____

Description of exterior sign manufactured and installed for this client:

Describe subcontractors utilized (if any) for this work:

Permits (if any) required for installation: _____

Term of the Contract (start and completion dates) for the manufacture and installation:

Dollar Volume of the Contract:

Name of Project Manager:

Similarities to the UMUC scope of services:

4. Client: _____

Address: _____

Contact Name: _____ Contact Title: _____

Contact E-mail address: _____ Contact Phone Number: _____

Description of exterior sign manufactured and installed for this client:

Describe subcontractors utilized (if any) for this work:

Permits (if any) required for installation: _____

Term of the Contract (start and completion dates) for the manufacture and installation :

Dollar Volume of the Contract:

Name of Project Manager:

Similarities to the UMUC scope of services:

APPENDIX A - APPROACH and SCHEDULE
SOW and DESCRIPTION OF HOW THE PROJECT WILL BE COMPLETED

Provide a detailed explanation as to how the assigned staff will accomplish the scope of work outlined in the solicitation and the Design Intent Documentation in order to accomplish the required project.

Focus to be on, but not limited to,

- Detailed fabrication and installation plan;
- Any variations to design;
- Anticipated number of staff required to both manufacture and install the product;
- Anticipated subcontractors by trade and name and what percentage of the work will subs provide;
- MBE certifications of proposed subs;
- Project management personnel, field supervisors, staffing plan;
- Training;
- Narrative of the management and staff for this project with an explanation of qualifications and why they are chosen for UMUC's project.

SCHEDULE:

Provide a narrative that explains how your firm would prepare to undertake this project. Provide a schedule showing important milestones, including notice of the award and the sequence and duration of all manufacturing, installation and training tasks necessary to complete the project.

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. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or 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 the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §J(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 §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract 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.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. Repealed.

N. ACKNOWLEDGEMENT

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

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

Date: _____ By: _____ (Signature)

(Authorized Representative and Affiant)_____

_____ (Printed Name)

_____ (Proposer Name)

_____ (Federal Identification Number)

APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 90914

TECHNICAL PROPOSAL DUE DATE: OCTOBER 21, 2011 BY 4:00 P.M.

RFP FOR: UMUC EXTERIOR CAMPUS SIGNAGE

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

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

Signature

Name Printed

Title

Date

END OF FORM

APPENDIX B - PRICING

PROPOSAL: 90914

PRICE PROPOSAL SUBMITTED WITH TECHNICAL PROPOSAL

DUE: OCTOBER 21, 2011, BY 4:00 P.M.

PROPOSAL FOR: UMUC EXTERIOR CAMPUS SIGNAGE

PROPOSER: _____

Federal Identification Number: _____

PRICE PROPOSAL

DATE _____

Wendy McDermott
University of Maryland University College
Procurement Services
3501 University Blvd. East, Room UC 310
Adelphi, MD 20783

Dear Ms. McDermott:

The undersigned hereby submits the Price Proposal as set forth in RFP # 90914 dated 10/6/2011 and the following subsequent addenda:

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

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

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the work as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, 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 all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the original technical proposal remains in effect.

We understand that technical weighs greater than price.

Initials of Signer to identify page _____

PRICING FORM - 90914

	3x11:	4x11:
<u>Largo Exterior LED:</u>		
Fabrication and Installation	\$ _____	\$ _____
Training	\$ _____	\$ _____
Mock-Up	\$ _____	\$ _____
<u>Largo Base:</u>		
Fabrication and Installation	\$ _____	\$ _____
<u>Largo (2) video boards:</u>		
	\$ _____	\$ _____
LARGO TOTAL:	\$ _____	\$ _____
<u>Adelphi Exterior LED:</u>		
Fabrication and Installation	\$ _____	\$ _____
Training	\$ _____	\$ _____
Mock-Up	\$ _____	\$ _____
<u>Adelphi Base</u>		
Fabrication and Installation	\$ _____	\$ _____
<u>Adelphi Building Mounted LED Illuminated Sign:</u>		
Fabrication and Installation	\$ _____	\$ _____
Removal and patching of existing sign	\$ _____	\$ _____
Mock-Up	\$ _____	\$ _____
ADELPHI TOTAL:	\$ _____	\$ _____
<u>OVERALL TOTAL:</u>	\$ _____	\$ _____

Note: Your response should include all pricing associated with the completion of this project.

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 management staff named within our Technical Proposal will be assigned to the UMUC Contract for the duration of this project. We understand that no changes in this assignment will be allowed without written authorization from the University via contract amendment prior to such changes being made.

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. _____

_____ as to

BY _____
(Partner)

Printed Name: _____

_____ as to

BY _____
(Partner)

Printed Name: _____

_____ as to

BY _____
(Partner)

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

**APPENDX C – CONTRACT 90914
EXTERIOR CAMPUS SIGNAGE**

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

This Contract #90914 is entered into between _____ (hereinafter referred to as Contractor) and the University of Maryland University College (hereinafter referred to as the University).

1. **SCOPE:** In accordance with RFP 90914 dated 10/6/2011 and drawings dated 10/3/2011 prepared by Design Collective and titled “ University of Maryland University College Campus Signage, Adelphi & Largo Campus Sign Items – Design Intent Documentation”. The Contractor will provide and install one exterior LED message sign with base at UMUC’s Academic Center located at 1616 McCormick Drive, Largo, MD, one exterior LED message sign with base and one building mounted sign at 3501 University Blvd east, Adelphi, MD 20783.

2. **TERM:** The term of this contract shall begin on the full contract execution and continue through satisfactory completion and acceptance of campus signage as outlined in the RFP.

3. COMPENSATION AND METHOD OF PAYMENT: As compensation for satisfactory performance of the work described herein, the University will pay the Contractor a lump sum amount of \$ _____.

The Contractor’s Taxpayer Identification Number is: _____.

The Contractor shall be paid only for items or services that are specifically named in this contract. No additional costs for items or services will be paid by the University without its prior written consent. The contractor shall submit monthly invoices to the University. The Contractor shall include on the face of all invoices its Federal Tax Identification number and the University's Purchase Order Number. The contractor shall send all invoices to:

Accounts Payable
University of Maryland University College
UC 206
3501 University Blvd East
Adelphi, MD 20783

With a copy to:
Facilities Management ICC-019
Cora Lee Gilbert (cgilbert@umuc.edu)
University of Maryland University College
3501 University Blvd. East
Adelphi, MD 20783

4. PAYMENT OF UNIVERSITY OBLIGATIONS: Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the University’s receipt of a proper invoice from the Contractor. 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 Public Service Commission of Maryland with respect to regulated public utilities, as applicable are prohibited.

5. LIABILITY: All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from employees when required by law.

Contractor agrees to indemnify and save the University harmless from any claims or demands (including the costs, expenses, and reasonable attorney's fees on account thereof) that may be made: (1) by anyone for injuries to persons or damage to property resulting from Contractor's acts or omissions or those of persons furnished by Contractor or (2) by persons furnished by Contractor or Contractor's subcontractors under Workmen's Compensation or similar acts. Contractor also agrees to defend the University at its request, against any such claim or demand. The University agrees to notify Contractor promptly of any known written claims or demands against the University for which Contractor is responsible hereunder.

The University shall not assume any obligation to defend, indemnify, hold harmless, or pay Attorney's fees that may arise from or in any way be associated with the performance or operation of this agreement.

Contractor shall maintain, during the term thereof, Workmen's Compensation Insurance, Public Liability Insurance, and if the use of automobiles is required, Automobile Public Liability Insurance.

Contractor shall also require its subcontractors, if any, who may enter upon University premises to maintain such insurance. Contractor and its subcontractors shall furnish the University, when requested, with copies of policies or other satisfactory proof of insurance.

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

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

7. UNIVERSITY WORK RULES: Employees and agents of Contractor and any subcontractors shall while on the premises of the University, comply with all University rules and regulations. Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop delay or interfere with University work schedule without the prior approval of the University's specified representative. Contractor shall provide sufficient protection of equipment from the action of its work, if applicable.

8. WARRANTY: Contractor warrants that material and/or services furnished hereunder will be fit for the purposes intended and will be free from defects in material and workmanship where applicable.

9. MODIFICATIONS IN THE WORK: 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 change significantly the scope of the Contract.

10. NON-HIRING OF EMPLOYEES: No official or employee of the State of Maryland, as defined under State Government Article, SS 15-102, Annotated Code of Maryland, whose duties as such official or employee include matter relating to or affecting the subject matter of this contract, shall, during the term of this contract become or be an employee of the contractor or any entity that is a subcontractor on this contract.

11. 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.

12. MARYLAND LAW PREVAILS: The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.

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, gender, gender orientation, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (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.

14. SUSPENSION OF WORK: The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

15. 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.

16. DELAYS AND EXTENSIONS OF TIME: 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 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 the public enemy, acts of the State of Maryland in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, 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.

17. TERMINATION FOR DEFAULT: If the Contractor fails to fulfill its obligations 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 of

omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State 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.

18. 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 which 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.

19. 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 the State of Maryland certain specified information to include disclosure of beneficial ownership of the businesses.

20. POLITICAL CONTRIBUTION DISCLOSURE: The Contractor shall comply with the provisions of Article 33, SS14-101 – 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

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

22. RETENTION OF RECORDS: The Contractor shall retain and maintain all records and

documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.

23. 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.

24. ETHICS: The vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 15, State Government Article, Annotated Code of Maryland. In the event a violation of the Ethics Law occurs in connection with the Vendor's response of this solicitation or a resulting contract award to the vendor, the University reserves the right to (1) reject the Vendor's bid or proposal or (2) declare an event of default under the contract.

25. RIGHTS IN INVENTIONS: For the consideration payable under this Contract, Contractor agrees to report any invention arising out of the Work required by this Contract to University of Maryland University College. University of Maryland University College shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Contractor hereby assigns all right, title and interest in and to inventions made in the course of the Work to University of Maryland University College and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

26. COPYRIGHTS: For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. University of Maryland University College shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the University of Maryland University College.

27. NOTICES. Notices under this Contract will be written and will be considered effective upon delivery to the person addressed as follows:

For the University:

University of Maryland University College
Procurement Services, Attn: Wendy McDermott, UC 310
3501 University Blvd East
Adelphi, MD 20783

For the Contractor:
Title
Contractor,
Street Address
City, State, Zip

28. Assignment. Neither party may assign or delegate this Contract without the prior written consent of the other party.

29. 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.

30. 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.

31. Drug and Alcohol Free Workplace. The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace and that the Contractor shall remain in compliance throughout the term of the Contract.

32. 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.

33. Prohibition on Gifts and Gratuities.

Contractor agrees that it will comply with Maryland state ethics laws and university policies regarding gifts and honoraria to university employees. Contractor warrants that it has not offered or given, and will not offer or give to any employee or representative or family member of an UMUC employee a payment, gratuity, personal service, entertainment, or gift, other than novelty advertising items of a nominal value (i.e., pens, pencils, calendars, writing pads, clipboards, cups). Any other offerings except those legitimate business-related activities (i.e., site inspections, business symposiums, business meals and other contractor functions) that are allowed, may be construed as contractor's attempt to improperly influence decisions at UMUC. Contractor agrees that UMUC may, by written notice to contractor, terminate this agreement if UMUC determines that contractor has violated this provision.

34. License to use Logo

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

35. Confidential Information. 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 firm 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 Offeror to propose responsive solutions to UMUC’s needs and requirements, UMUC is willing to disclose certain confidential information to Offeror, 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.

36. Corporate Registration. Pursuant to 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

37. CONTRACT AFFIDAVIT: The attached Contract Affidavit must be executed by an authorized representative of the Contractor and is incorporated by reference into this Contract.

38. ENTIRE CONTRACT: This Contract represents, in its entirety, the mutual understanding of the parties. This Contract supersedes any and all prior understandings and agreements, either written or oral, between University of Maryland University College and Contractor. No subsequent agreements or modifications hereof, whether expressed or implied, shall bind the parties unless the same be in writing and signed by the parties.

AGREED TO:

University of Maryland University College

Janet Foster, AVP Procurement Services

Title Date

AGREED TO:

(Company)

Signature

Title Date

APPENDIX D
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.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.49 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.39 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 has been determined to be a Tier 1 contract.

Appendix D
Affidavit of Agreement
Maryland Living Wage Requirements

Name of Proposer _____ RFP _____

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.

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date