

**UNIVERSITY OF MARYLAND
BALTIMORE**

REQUEST FOR PROPOSAL

FOR

AV / SOFTWARE SYSTEM

RFP85617VP

Issued: December 11, 2007
Mandatory PreBid Meet: January 15, 2008 @ 10:30 am
Deadline for Questions: January 21, 2008 @ 2:00 pm
Due Date for Proposals: January 28, 2008 @ 2:00 pm

Issued by: University of Maryland, Baltimore
Department of Procurement Services
Saratoga Street Offices
Level 02 Room # 02-100
220 Arch Street
Baltimore, MD 21201-1531
Attn: Donna Von Paris
Email: dvonparis@af.umaryland.edu
410-706-2094
410-706-8577 (fax)

Deliver to: Same as above
Building can be accessed during the hours
of 8:30 am to 5:00 pm, Monday through Friday.

Pre-Proposal Conference: 655 W. Lombard Street – Lobby Area
Baltimore, MD 21201

WARNING: Prospective VENDORS who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the RFP or other communications can be sent to them. Any prospective VENDORS who fail 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.

SPECIAL ACCESS: Anyone requiring special assistance in obtaining a copy of the solicitation, in attending a pre-proposal conference or in delivering a proposal are requested to contact the Buyer listed above at least 48 hours in advance.

**University of Maryland at Baltimore
Department of Procurement Services
220 Arch Street – Level 02, Rm. 02-100
Baltimore, Maryland 21201-1041**

VENDOR: _____

THIS IS NOT AN ORDER

If address shown here is not address to which an order should be directed indicate such address.

In event of this quote being accepted, a purchase order will be sent. This solicitation is subject to all terms and conditions contained herein (see Schedule B).

DATE: December 11, 2007		PLEASE QUOTE THE FOLLOWING MATERIALS F.O.B RECEIVING PLATFORM UNIVERSITY OF MARYLAND, 1000 HILLTOP CIRCLE., WAREHOUSE A, BALTIMORE, MD 21250 UNLESS OTHERWISE SPECIFIED HEREIN.		QUOTES DUE NO LATER THAN 2 P.M. ON: January 28, 2008	
Item	PLEASE ENTER HEREON YOUR QUOTE ON THE FOLLOWING DESCRIBED ARTICLES OR SERVICES.	Quantity	Unit Price	Total Price	
	Provide Integrated AV Hardware Software System per the attached specification for the University of Maryland , Baltimore – School of Nursing in accordance with this document. <u>Vendor shall return the following with their bid:</u> 1. This page with Financial Section. 2. Documentation specified in solicitation. 3. Attachment A–Cost Sheets 4 Appendix A – Bid Affidavit 5. Appendix B – Contract Affidavit 6. Acknowledgement of amendments (if any).	1			

TOTAL \$**THIS SPACE TO BE FILLED IN BY QUOTEDER**

Shipment will be made in _____ days.

(SIGNED)

(DATE)

Material is F.O.B. DESTINATION .

(FID)

(PRINT OR TYPE SIGNATURE)

TERMS: NET 30.

(TITLE)

All quotes submitted must be reviewed and signed by an authorized officer or agent of the firm submitting the quote and are to be returned on these forms.

(PHONE NUMBER)

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**AV / SOFTWARE SYSTEM
SECTION I: SUMMARY INFORMATION
RFP85617VP**

A. Summary Statement

The University of Maryland, Baltimore (herein called the University or UMB) intends to Solicit Integrated AV Hardware Software System for the University of Maryland, Baltimore – School of Nursing.

B. Issuing Office

Donna Von Paris

University of Maryland, Baltimore
Department of Procurement Services
Saratoga Street Offices
220 Arch Street - Level 02 Room: 02-100
Baltimore, Maryland 21201-1531
(410) 706-2094

The sole point of contact in the University for purposes of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to **Donna Von Paris** in writing via fax: 410-706-8577 or email: dvonparis@af.umaryland.edu.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. Any questions with regard to any aspect of this Solicitation must be directed to **Donna Von Paris** in writing. Questions may be faxed to **(410) 706-8577** or emailed to: dvonparis@af.umaryland.edu until **January 21, 2008 at 2:00 pm**.

D. Delivery of Proposals

Proposals must be submitted in a sealed envelope, clearly marked with the RFP number by the due date and time to the following address:

The University of Maryland, Baltimore
Department of Procurement Services
Saratoga Street Offices
Level 02 Room 02-100
220 Arch Street
Baltimore, MD 21201-1531
Attn: Donna Von Paris – RFP85617VP

E. PROPOSAL CLOSING DATE

In order to be considered, the original and **five (5)** copies of each proposal must arrive at the issuing office by **January 28, 2008 no later than 2:00 p.m.** Vendors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Department of Procurement Services. Vendors utilizing the U.S. Mail or similar methods which would not deliver directly to Room 02-100 of the Saratoga Street Offices are cautioned to allow sufficient time for the delivery to Room 02-100. Delivery of proposals to the campus mailroom or any

location other than this office will NOT be considered “delivered” until they have physically arrived and have been clocked-in at the Department of Procurement Services. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. There will be no formal proposal opening.

F. ACCESS TO ISSUING OFFICE

The Saratoga Street Offices, which houses the Department of Procurement Services, is accessible by the general public between the hours of 8:00 a.m. until 5:00 p.m. Monday through Friday with exception of legal holidays. There is a guard in the lobby area and vendors are required to sign in at the guard’s desk and gain permission to enter the Office Levels of the building. Office Level 2 (13th floor), where the Department of Procurement Services is located is accessible to the public by two elevators located in the main lobby of the building. If you park in the Saratoga Street Garage and Office building, you must take the garage elevators down to the ground level and then enter the Lobby where the guard's desk is located and utilize the elevators located in the Lobby in order to ascend to the Office Level 2. Vendors must allow sufficient time in delivering replies to solicitations to insure timely receipt by the Issuing Office.

G. PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal conference held in conjunction with the IFB. ATTENDANCE AT THE PRE-BID CONFERENCE IS A **MANDATORY** REQUIREMENT. PROPOSALS WILL BE CONSIDERED ONLY FROM THE PROPOSERS WHO WERE IN ATTENDANCE AT THE MANDATORY PRE-BID CONFERENCE. The conference will be held on **Tuesday, January 15, 2008 at 10:30 am** at the **School of Nursing, 655 W. Lombard Street. In the Lobby by guards desk, Baltimore, Md. 21201** in conjunction with this IFB. Please call this office to confirm your planned attendance by **Tuesday, January 8, 2008 by 4:00 PM**. We ask that a maximum of two (2) representatives from each company attend this conference.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Donna Von Paris at (410-706-2094 with specific requests at least five (5) business days prior to conference.

H. DURATION OF PROPOSAL OFFER

Proposals are to be held valid for 90 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.

I. TERM OF CONTRACT - NA

J. EVALUATION OF OFFERS

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

K. PROPOSAL ACCEPTANCE

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

offerors whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

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

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the offeror as Contractor and the University in the form of a University Contract and shall contain the provisions included herein as Appendix E (Schedule B) as well as any additional terms required by the University of Maryland, Baltimore or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix E and will contract based on those terms and conditions, those of this RFP, all Appendices, attachments and any addenda issued.

M. PROPOSAL AFFIDAVIT AND CERTIFICATIONS

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

AV / SOFTWARE SYSTEM
SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements to provide office supplies described herein. Proposals will be received for the items/services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

B. GENERAL INFORMATION FOR VENDORS

1. Proposals must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.
2. Each offeror must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.
3. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate offerors for proposal preparation expenses.
4. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance to change their offer.
5. Before the award of a contract, University of Maryland, Baltimore may require the offeror to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the offeror.

C. ADDENDA TO THE RFP

If it becomes necessary to revise any part of the RFP, addenda will be posted to the eBid Board at www.procurement.umaryland.edu. <<http://www.procurement.umaryland.edu>>. It is the responsibility of the vendor to check the website frequently until the opening date for addendums, amendments and changes. An acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.

D. CANCELLATION OF THE RFP

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

C. ORAL PRESENTATION

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

F. INCURRED EXPENSES

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

G. ECONOMY OF PREPARATION

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

H. ACCEPTANCE OF TERMS AND CONDITIONS

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

I. PROCUREMENT REGULATIONS

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

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.

K. ALTERNATE SOLUTION PROPOSALS

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

L. TELEGRAPHIC/FACSIMILE PROPOSAL MODIFICATIONS

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

M. CONTRACTOR RESPONSIBILITIES

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

N. PUBLIC INFORMATION ACT

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 University under the Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland.

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

O. MINORITY BUSINESS ENTERPRISE NOTICES

Minority Business Enterprises (MBE) is encouraged to respond to this solicitation notice.

P. ARREARAGES

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

Q. TAXES

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

R. RFP RESPONSE MATERIALS

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

S. DEBRIEFING OF UNSUCCESSFUL OFFERORS

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

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

T. 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; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/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 vendor or any State of Maryland employee in connection with this procurement.

- U. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

SECTION II: SPECIFICATIONS
Integrated AV Hardware Software System
IFB85617VP

A. Background

The University of Maryland, Baltimore is a public institution with the multiple missions of education, research and service. The 34-acre complex is located in downtown Baltimore, a city that has become a model for urban rebirth and vitality. The UMB complex has over 5,000 employees and approximately 6,000 students enrolled in seven professional schools: School of Dentistry, School of Law, School of Medicine, School of Nursing, School of Pharmacy, School of Social Work and the Graduate School.

This solicitation is intended to secure a vendor to upgrade the University of Maryland Clinical Education and Evaluation Lab from an analogue to digital system and to an integrated all in one management system. Upgrade the current facility and install new equipment in the newly renovated facility. In particular, the Clinical Education and Evaluation lab aims to improve its education and testing technologies in the following areas:

B. SCOPE OF PROJECT

All hardware and software, including all installation of hardware and software must operate the system. Capturing, managing and storing digital video and audio files; Reproducing and distributing audio and video files, including streaming, downloadable and on-demand media; Combining multiple video outputs into a single display; and fully digital and secure live video monitoring integrated with SP and student Performance Assessment

Digital PA system targeting any subset of the room's state-of-the-art solution for digital video capture, retrieval and management of student encounters a complete system including all recording, data gathering, scheduling, event management and reporting to run a complex skills center, all modularized and scalable to the user data capture, analysis, reporting and management.

C. DOCUMENTATION

The vendor must include the following requested documentation with their technical package:

MANDATORY REQUIREMENTS

Vendor Profile

1. The vendor must have a minimum of two (2) years experience in providing Integrated AV Hardware Software System for medical services industry, specifically for standardize patient programs and academic institutions. Provide documentation to verify providing services in academic institutions and medical field.
2. Must be an authorized Dealer, Distributor, Authorized Reseller, Manufacturer or Manufacturer's Representative for this equipment. Proof of this authorization may be required.
3. Must be a stocking facility for replacement/repair parts and be able to ship from stock on- hand.
4. Vendor shall provide the following **corporate information**:
 - * Company Name
 - * Location (address, city, state, zip)
 - * Phone number, email address and facsimile number
 - * Federal Taxpayer ID number
 - * Name of a representative of the quoter who is authorized to sign agreements on behalf of company.

- 5 Office location that would service this solicitation – Must include address, phone and fax number of this location.
6. For UMB administrative purposes **must provide name of individual who will be assigned to administer this solicitation.** Must provide phone, fax number and email address for individual.

DESIRABLE REQUIREMENTS

1. The University desires to contract with a financially sound firm (s). Provide a copy of your past two (2) years financial statements, balance sheets or other documentation that would provide information concerning the financial condition of your company.
2. Furnish **references** from at least three (3) installations within the past 2 years (outside the University of Maryland, Baltimore setting) preferably of similar size and must be with a medical and academic settings. Must state Company name, contact name, address and phone number.
3. Vendor should furnish a brief resume of the company's history and current activities relations to providing and implementing, integrated A/V hardware and software systems.

D. SPECIFICATIONS

The following provides specifications and characteristics of the equipment/software and provider. The characteristics have been designated as being either mandatory or desirable. Vendors are asked to reply to each specification addressed with completeness and accuracy. Vendors are not to reply with YES or NO answers only.

The offeror shall submit with his proposal cuts, sketches, and descriptive literature and/or complete specifications. The offeror shall also explain in detail the reason(s) why the proposed equipment equivalent will meet the specifications and not be considered an exception thereto. The University reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection.

MANDATORY REQUIREMENTS

All hardware and software, including all installation of hardware and software must operate the system. Capturing, managing and storing digital video and audio files; Reproducing and distributing audio and video files, including streaming, downloadable and on-demand media; Combining multiple video outputs into a single display; and fully digital and secure live video monitoring integrated with SP and student Performance Assessment

Digital PA system targeting any subset of the room's state-of-the-art solution for digital video capture, retrieval and management of student encounters a complete system including all recording, data gathering, scheduling, event management and reporting to run a complex skills center, all modularized and scalable to the user data capture, analysis, reporting and management.

Specifically:

1. User Management: case content and evaluation criteria creation, monitoring, scheduling, database functions for demographics and data collection
2. Group Management: user groups, email notification
3. Event Management: set up, flow, automated timing and announcement
4. Scheduling: Assigning students and patients, management of multiple events
5. Live event control: monitoring, observing, recording, intercom
6. Security: role-based restricted access, redundant data protection
7. Data management: real time scoring and reporting, integrated with video, multiple format
8. All data traffic (video, audio, data) must be isolated (localized) to its own private network.

1. Equipment:

- a. Provide the following equipment and installation that must be operational with the software as specified in section D 1 – 3.
- b. Veritas Backup solution capable of performing a Full Unattended backup of the system data within a 24 hour period.
- c. Rack mount Console KVM Switch w/17" LCD (NetDirector™ Model #: B020-008-17) (installed in Server Room W202)
- d. 4 Terabytes of actual data storage capacity in a RAID 5 configuration.
- e. Vendor is responsible for supplying and installing all the following hardware including servers. All servers provided must meet the minimum specifications provided.

Hardware Detail (Specifications)

Camera Specifications (quantity 20)

- PTZ Color Camera
- ¼" ccd image sensor
- Resolution: Max. 704x480 (NTSC)
- Auto/Manual Focus
- Auto/Manual Zoom
- Auto/Manual Iris
- MPEG-4 30/25 fps
- Assignable presets and Home location
- Wall Mounted w/ smoked dome

Microphones:

- Shure MX202WP/C **(quantity=10)**
- Shure MX412/C **(quantity=1)**

Server Room Hardware

- 8-Port NetDirector™ 1U Rackmount Console KVM Switch w/17" LCD (Model #: B020-008-17)
- APW 45 RU , 34" deep, Horizontal lacing bars
- UPS - Rackmount (one per rack)

Minimum Server Specifications:

- Quad core Intel Xeon X3220
- 2.4 GHz
- 4MB Cache
- 1066MHz FBS
- 4GB RAM (two slots available for expansion)
- Rack Mount

Storage Requirements:

Customized System will have the ability to store a minimum of 4TB of data in a Raid 5 Configuration

Data Backup System:

Veritas Backup Software system w/the ability to perform a full unattended backup of the entire data storage capacity of the system.

Speaker Specifications:

- Designed for use in environments where ambient noise levels are 55-65 dB.

2. Site Information - Refer to Attachment B – Layout of Area

Vendor must provide the following equipment or University approved equal, wiring, and installation that must be operational with the software provided by the awardee. All rooms must be provided with a two way communications system.

- a. 10 Exam Rooms - W207, 209, 211, 213, 215, 217, 204 C, 204 D, 204H, 204J. Each room must have the following equipment installed in the exam rooms that will be operational with the software. Refer to Attachment C1 for existing Dell Equipment in Exam rooms.

- 2 Wall Mounted PTZ Domed Cameras

- 1 Microphone – Shure MX202WP/C

- 1 Speaker

Ambient background noise must be reduced to a minimum

Related wiring and hardware

- b. Wiring / Software must be provided for equipment to tie into existing Dell equipment in Room W202 - storage rooms for the servers. The existing Dell equipment is specified in C2. Vendor supplied server rack will be installed in W202.

- c. 1 observation and viewing area – Room W201

- 1 Microphone - Shure MX412/C

Vendor must provide continuity of the software to the University existing computer equipment stated on Attachment C 2.

- d. Vendor must provide connectivity of software to the 10 student stations located outside each exam room in central hallway. The existing Dell equipment is specified in C3.

- e. Must provide a bi-directional intercom system that allows for communication from the Central Monitoring Room to all ten exam rooms simultaneously or any subset.

DESIRABLE ITEMS**1. Equipment:**

- a. All hardware should be integrated to work as one homogeneous system. Describe the Servers, Appliances, Backup Unit, Storage, Capturing, and Encoding hardware to be used and how each component will integrate within the system.
- b. Camera A and Camera B will be wall mounted in the most optimal location within each exam room to best capture the anterior view of the Doctor and patient encounter respectively. State on the attached layout where your company would position these cameras in each exam room based on your assessment from the mandatory walk thru.
- c. The video recording equipment and SP software solution should work together seamlessly. Describe the video recorder and its operating system platform. How will the recorder software integrate with Video sever? What is the internal storage?
- d. Recorded video sessions should be easily accessible via web interface and archival of data should involve a simple process. Intercom system should be simple to use. Outline the functionality of the digital video system including Recording, Archival/Backup, Camera PTZ control, Audio Announcement , Indexing, Storage status for video recording, Managing control, recording for a session.

MANDATORY REQUIREMENTS

SOFTWARE

1. **Major Areas:** The web-based technology management system that supports our standardized patient programs must consist of four relational databases:

- Employee database
- Project database
- Case database
- Quality Assurance database

In addition, the overall system must provide the following features:

- A web-based architecture for local and distance access.
- Seamless connectivity among primary databases
- Scheduling functions for rooms, and project personnel
- A calendar function that provides essential information regarding each scheduled project, including dates, times, location, directions (if off-site) scheduled, and responsible personnel, as well as a tracking function for supplies required/used and other required equipment.
- Output functions including student and exam outputs, video feedback capabilities, graphing functions of results, and the ability to provide normative as well as criterion referenced data in pass/fail decisions.
- Paperless conduct of events

2. Key Features of major areas

- a. Employee (SP) Database: the major function of this database is to assemble, maintain and update demographic, training, project and case relevant information regarding each that is hired under our system.
- b. Case Database: This database must contain all the elements for cases used in training and assessment of students, etc. A case must be defined in a number of ways, including: a medical encounter, an social/behavioral interaction.
- c. Project Database: This database must contains elements of every project that is conducted with standardized patients. A project can be defined as a distinct (single) occurrence of an event, even if it is repetitive, or the aggregation of occurrences within a fiscal or academic year.
- d. Quality Assurance: System must be able to allow performance of the following: Student, class scoring and analysis, Checklist and case item analysis, Integrated reliability analysis.
- e. A web-based architecture for local and distance access.
 - students faculty and staff need access to filmed patient sessions, scoring information and grade information via a system that allows them to log in securely via the web
- f. Seamless connectivity among primary databases:
 - All databases need to link with each room and share information
- g. Scheduling functions for rooms, and project personnel:
 - Must be able to schedule events, students, patients, rooms via the software system.
- h. Paperless conduct of events
 - Students, faculty, staff and patients need to be able to complete forms, notes or other information via the software

3. Functions

- a. CALENDAR FUNCTIONS: The purpose of this function is to track and access all center functions either at our own facility or away. This function will interface with the project database and provide essential project information to all employee's who are participating.
- b. CENTER MANAGEMENT FUNCTIONS
Storage and management of stored videos and data; archival function
- c. OUTPUT FUNCTION & Student Feedback This function will serve both faculty in assisting them with assessment information and decisions, video audits for feedback and competency documentation, and students to provide gold standard video clips, as well as self- assessment of performance. Standard setting options, both norm and criterion referenced. Paper and online test results, including case and competency components, reference data, measurement characteristics (case/item analysis)
- d. QUALITY IMPROVEMENT/ UTILIZATION BENCHMARKS – Center must be able to enter and access data that serves as benchmarks for the center utilization, productivity and overall quality improvement of the employee program.

DESIRABLE ITEMS

1. Software:

- a. Employee (SP) Database:
 1. It is desirable for the system to perform the following functions in the employee database:
 - 1)employment status; new/active/inactive/rejected/dropped, including HR requirements (interviewed/ oriented, health status/accepted Picture, demographics
 - 2) Employee notations from Center staff c) Active link between Employee database and scheduler/calendar function d) Paperwork generation (letters and other forms.), e) performance review function from clients, trainees and/or trainer with dates and assessment information, f) Employee link to past performances with ability to enter and track employee projects.

Describe how your system will include provide the features that can satisfy the above

- b. Case Database
 1. It is desirable for the system to have/perform the following functions in the case database:
 - 1)Ability to write, import and update training materials, including video clips, 2) Interpersonal skills training clips with verbal feedback practice opportunities 3)PE maneuvers required and demonstrated on video, 4) Case details, information, revisions documentation with history of previous versions and chronology of revisions. 5) Ability to write, read, revise case synopsis 6) Search and display functions according to key words, case type, core competencies, etc.

Describe how your system will include provide the features that can satisfy the above

- c. Project Database:
 1. It is desirable for the system to have/perform the following function in the project database
A project can be defined as a distinct (single) occurrence of an event, even if it is repetitive, or the aggregation of occurrences within a fiscal or academic year. 1) Scheduling: ability to enter and track SPs, trainer, other staffing, facility 2) Rotation assignments (SPs & students) which SPs saw which students 3) Assign student IDs for confidentiality and tracking 4) Assign SP ID for confidentiality and tracking 5) Trainer log function: ability to enter notes on project parameters, training issues. 6) Rotation assignments: ability to organize and track rotation of

students on projects and SPs on projects and within projects.

Describe how your system will include provide the features that can satisfy the above

2. Functions

a. CALENDAR FUNCTIONS:

1. It is desirable for the system to have/perform the following functions in the calendar 1) ability to schedule, track and access all center events either at our own facility or satellite facility. This function will interface with the project database and provide essential project information.

Outline how your system will provide and support this feature.

b. OUTPUT FUNCTION & Student Feedback

It is desirable for the system to have/perform the following functions:

1. Describe how your system will serve both faculty in assisting them with assessment information and decisions, video audits for feedback and competency documentation, and students to provide gold standard video clips, as well as self- assessment of performance.
2. Describe the system's capability to allow users to view live or recorded video on a workstation with a network connection or web enabled network connection. Please include: search and retrieve a video from a previously recorded session, create a CD/DVD from previously recorded video, review completed SP-Checklist, student post encounter while viewing the recorded video

C. SERVICES:

MANDATORY REQUIREMENTS

1. SUPPORT MAINTENANCE:

- Must provide 2 years.
 - Unlimited email and phone support both for Q & A and problem resolution.
 - 24 – hour response time for critical problems. i.e. whenever you encounter a software error that is blocking you activities.
 - Provide email list for support.
 - UMB must be provided licensed are installed and licensed to UMB as part of the maintenance contract.
 - Emergency data restoration via back up system.
 - Complete server maintenance on all servers: OS security management, patches and firewalls.
2. The system must have the ability to transfer video stored on server to DVD.
 3. System must be operational and accepted by the University 90 days from day the Purchase Order is issued.
 4. Must include a minimum of 24 hours of on-site training to center personnel and faculty.

DESIRABLE ITEMS

1. We desire efficient and convenient support from the vendor with the ability to email or phone vendor staff. State how your company handles email and phone support, which is the liaison and is a technical specialist available
2. It is desirable to have a rapid response and turn around from the vendor to troubleshoot emergencies and critical problems. In multiple stages a) ability to contact vendor during center business hours to alert them to a problem and b)ability to have the problem resolved in a timely

manner based on the nature of the problem. The amount of time available to fix the problem will vary with the severity. How do you ensure rapid response time for critical problems, what is your procedure and who is in the response team.

3. We desire a backup mechanism as also stated in mandatory. The center staff may need assistance with retrieval and restoration of data. Describe your emergency data restoration, who is responsible for this task, how is this completed.
4. It is desirable to have a training program that includes detailed hands-on instruction on each feature of the system, including a training manual with detailed instructions. Also to include test runs of the system both in demo mode and live mode and to have vendor staff available by phone during the launch of the system with first group of students. Describe your training program. What options are available for new staff training and development?

D. INSURANCE

1. a. The contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and University of Maryland, Baltimore. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.
- b. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers Compensation and Employers Liability insurance, in the same manner, including the additional insured requirements in paragraph O.1.e., as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.
- c. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University."
- d. No acceptance and/or approval of any insurance by University of Maryland, Baltimore shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.
- e. **NAMED ADDITIONAL INSURED** – The University of Maryland, Baltimore and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverages **except Workers Compensation**, and the certificates of insurance (or the certified policies, if requested) must so indicate through inclusion of appropriate endorsement. **Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.**
- f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten

(10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.

g. 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.

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

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.

i. All required insurance coverage's must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University. The insurers must have a policyholders' rating "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

j. UMB will consider deductibles or self-insured retention as part of its review of the financial stability of the bidder. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

2. The Contractor shall purchase the following insurance coverages:

a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted in section O.5 must be met. Such Commercial General Liability policy shall include the following extensions:

b. **Business Automobile Liability**, which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired or non-owned motor vehicles, uninsured motorist's insurance and automobile contractual liability.

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

c. **Workers Compensation** – statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.

3. The coverage listed in Section III, O.2.a., b., and c. (above) shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**

a. Commercial General Liability Insurance including all extensions –
\$2,000,000 each occurrence;
\$2,000,000 personal injury;

- \$2,000,000 products/completed operations;
 - \$2,000,000 general aggregated
 - b. Business Automobile Liability -
\$2,000,000 each accident
 - c. Workers Compensation insurance – statutory requirements. Employer’s liability insurance -
\$1,000,000 each accidental injury; and \$1,000,000 policy limit for disease.
- 4. **Tort-Claim Act** – It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.

A CERTIFICATION FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT MUST BE PROVIDED WITH ANY PROPOSAL.

IV. EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

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

B. EVALUATION PROCEDURE

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

C. TECHNICAL EVALUATION

After determining compliance with the mandatory requirements in this RFP, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria.

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

Based on the selection committee's initial review of proposals, the Issuing Office may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. The University reserves the right to make an award with or without negotiation. Only those vendors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process.

D. FINANCIAL EVALUATION

The separate cost volume of each qualified proposal will be distributed to the committee following the completion of the technical evaluation. The committee will determine total costs of the proposals in order to establish a financial ranking of the proposals, from lowest to highest total cost. If a numeric scoring system is used, the lowest total cost will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

Prompt payment discounts offered for payment within less than 30 calendar days will not be considered in evaluating offers for award. However, offered discounts of less than 30 days will be taken if payment is made within the discount period, even though not considered in the evaluation for award.

E. FINAL RANKING AND SELECTION

If a numeric scoring system is used, the resulting scores from the technical and financial evaluation of proposals will be used as a guide in determining the successful offeror(s). The Evaluation and Selection

Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will be given **Greater** value than **cost**.

F. CRITERIA FOR TECHNICAL EVALUATION

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below. The criteria are listed in order of relative importance. Each committee member will score the proposals on each major criterion.

TECHNICAL PROPOSAL

Evaluation Criteria

1. Equipment
2. Software
3. Services
4. References
5. Resume of company's history and current activities
6. Financial Conditions of the firm

V. INFORMATION REQUIRED IN VENDOR PROPOSALS

A. TRANSMITTAL LETTER

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

B. TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the cost data are distributed to the Evaluation and Selection Committee. Consequently, each proposal must be submitted as two separate enclosures as indicated below. Failure to do so may constitute disqualification of a vendor's proposal.

C. VOLUME I – TECHNICAL

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

1. Management Summary
2. Compliance with RFP Specifications
3. Certification to provide insurance as required
4. Bid/Proposal Affidavit
5. Maintenance/Service Contract and Contract Affidavit

The **Management Summary** should contain a brief synopsis of the needs of the University relative to this RFP and the solution that the vendor is offering through their proposal.

The **Compliance with RFP Specifications** is to be prepared in the same sequence as the Specifications section of this RFP. The proposal must be expressly clear as to whether or not the vendor can satisfy each point of the RFP specifications. This section is not to be prepared with YES or NO replies only. The vendor must describe how he will provide the (services/products) specified to satisfy the stated requirements or conditions. NOTE: Financial Condition or Annual Report must be included in this section.

Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the proposals, which are immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

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

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee will not be required

to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

D. VOLUME II – FINANCIAL

This volume must be submitted in a sealed envelope separate and apart from the technical volume. It must contain the following:

Complete price information for all equipment and/or services proposed including any and all discounts.

Proposer shall use the same pricing format required by the University in this RFP (if such a format was specified).

E. SUBMISSION

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

Attachment A

Price Sheet
AV Hardware / Software System
IFB85588VP

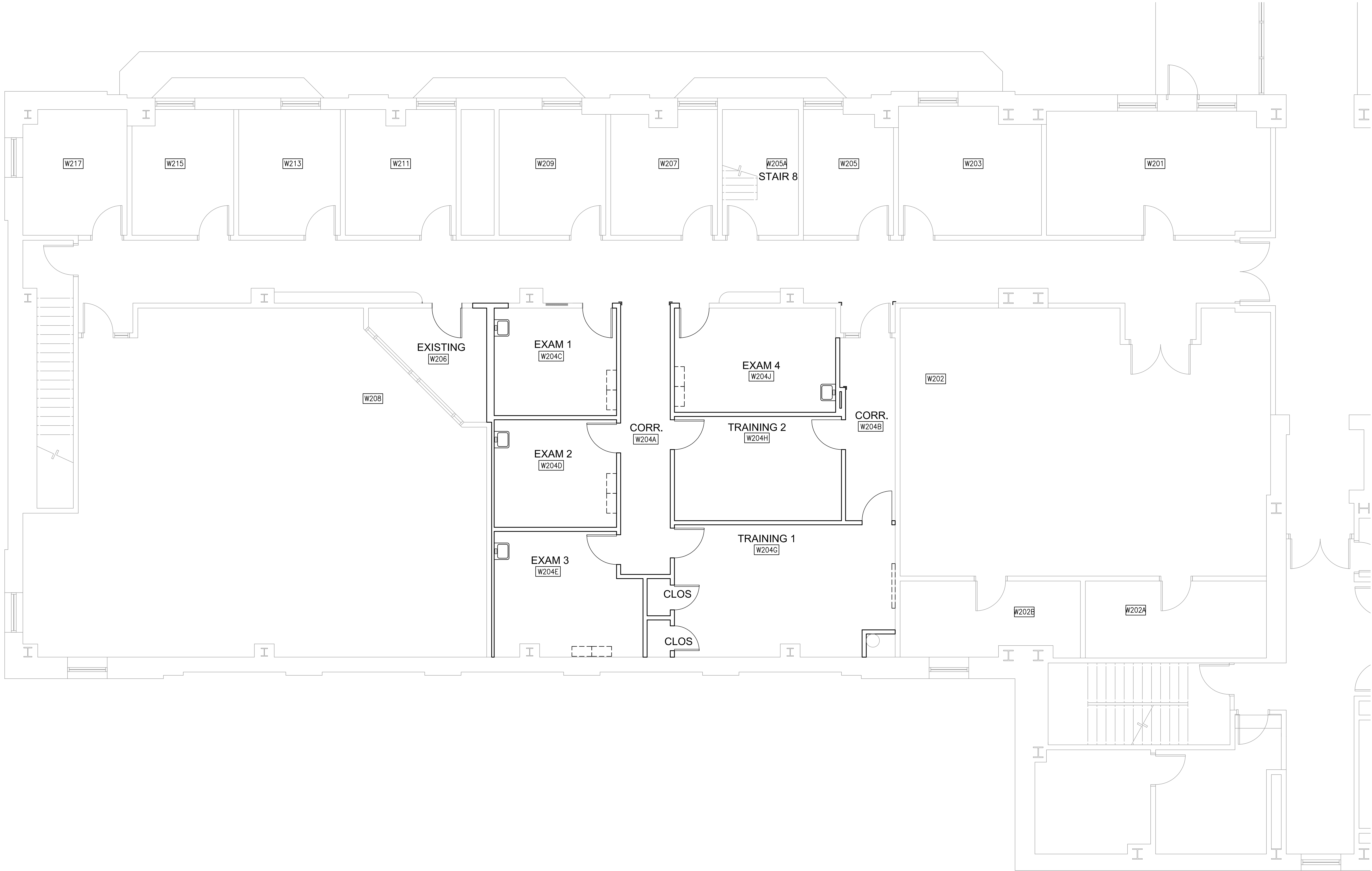
1. Software Components	\$
2. Hardware Components / Equipment	\$
3. 2 years of Support and Maintenance	\$
4. 24 hours of on-site training	\$
5. Installation	\$
Total:	\$

Vendor: _____

Signature: _____

Date: _____

ATTACHMENT B



Attachment C1**EXISTING DELL EQUIPMENT
Exam Rooms**

Base Unit:	OptiPlex 745 Desktop,Core 2 Duo E6400/2.13GHz,2M,1066FSB (222-5867)
Processor:	NTFS File System,Factory Install (420-3699)
Memory:	1.0GB,Non-ECC,667MHz DDR2 2x512,OptiPlex 745 and 320 (311-5040)
Keyboard:	Dell USB Keyboard,No Hot Keys English,Black,Optiplex (310-8010)
Monitor:	Dell UltraSharp 1708FP Flat Panel with Height Adjustable Stand,17.0 Inch VIS,OptiPlex Precision and Latitude (320-5291)
Video Card:	128MB ATI Radeon X1300 GraphicCard,w/DVI and TV Out,Low Profile,OptiPlex 320 Desktop and 745 Small Form Factor (320-4930)
Hard Drive:	160GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex320 and 745 (341-4216)
Floppy Disk Drive:	No Floppy Drive with Optical Enhanced Filler Panel,OptiPlex745 Desktop (341-4072)
Operating System:	Windows XP Professional Service Pack 2,with Media,DellOptiPlex 320, 740 and 745 English,Factory Install (420-6287)
Operating System:	Thank you for choosing Dell (310-8617)
Mouse:	Dell USB 2-Button Optical Mouse with Scroll,Black, OptiPlex (310-8009)
TBU:	RoHS Compliant Lead Free Chassis and Motherboard,Dell OptiPlex (464-1131)
CD-ROM or DVD-ROM Drive:	16X DVD+/-RW SATA,Roxio Creator,Cyberlink Power DVD Dell OptiPlex 745 Desktop or Minitower (313-4378)
Speakers:	Dell AS501 black Sound Bar forUltraSharp Flat Panel Displaysfor Optiplex, Precision, Latitude (313-4028)
Documentation Diskette:	Resource CD contains Diagnostics and Drivers for Dell OptiPlex Systems (313-7168)
Factory Installed Software:	Energy Smart Settings,Dell OptiPlex (310-8344)
Feature	Cyberlink Power DVD,Dell OptiPlex (420-5758)

Attachment C2**EXISTING DELL EQUIPMENT
Control / Faculty Observation Room**

Base Unit:	OptiPlex 745 Minitower,Core 2 Duo E6400/2.13GHz,2M,1066FSB (222-5690)
Processor:	NTFS File System,Factory Install (420-3699)
Memory:	1.0GB,Non-ECC,667MHz DDR2 2x512,OptiPlex 745 and 320 (311-5040)
Keyboard:	Dell USB Keyboard,No Hot Keys English,Black,Optiplex (310-8010)
Monitor:	Dell UltraSharp 1908FP Flat Panel with Height Adjustable Stand,19.0 Inch VIS,OptiPlex Precision and Latitude (320-5292)
Video Card:	128MB ATI Radeon X1300 Graphics w/DVI and TV Out FullHeight,OptiPlex 320 and 745 Minitower (320-4931)
Hard Drive:	160GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex320 and 745 (341-4216)
Floppy Disk Drive:	No Floppy Drive with Optical Filler Panel,Dell OptiPlex 745Minitower (341-3909)
Operating System:	Windows XP Professional Service Pack 2,with Media,DellOptiPlex 320, 740 and 745 English,Factory Install (420-6287)
Operating System:	Thank you for choosing Dell (310-8617)
Mouse:	Dell USB 2-Button Optical Mouse with Scroll,Black, OptiPlex (310-8009)
TBU:	RoHS Compliant Lead Free Chassis and Motherboard,Dell OptiPlex (464-1131)
CD-ROM or DVD-ROM Drive:	16X DVD+/-RW SATA,Roxio Creator,Cyberlink Power DVD Dell OptiPlex 745 Desktop or Minitower (313-4378)
Speakers:	Dell AS501 black Sound Bar forUltraSharp Flat Panel Displaysfor Optiplex, Precision, Latitude (313-4028)
Documentation Diskette:	Resource CD contains Diagnostics and Drivers for Dell OptiPlex Systems (313-7168)
Factory Installed Software:	Energy Smart Settings,Dell OptiPlex (310-8344)
Feature	Cyberlink Power DVD,Dell OptiPlex (420-5758)

EXISTING DELL EQUIPMENT

Student Area

Attachment C3

Base Unit:	Latitude D630, Intel Core 2 Duo T7100, 1.80GHz, 800MHz, 2ML2 Cache, Dual Core (222-7946)
Processor:	14.1 inch Wide Screen WXGA LCD for Latitude D631 (320-5288)
Memory:	1.0GB, DDR2-667 SDRAM, 2 DIMM for Dell Latitude Notebooks (311-5685)
Keyboard:	Internal English Keyboard for Latitude Notebooks (310-8768)
Video Card:	Intel Integrated Graphics Media Accelerator X3100 Latitude D630 (320-5298)
Hard Drive:	80GB Hard Drive 9.5MM 7200RPM for Latitude DX30 (341-4568)
Hard Drive Controller:	Standard Touchpad for LatitudeD630 (310-8792)
Floppy Disk Drive:	No Floppy Drive for Latitude D-Family Notebooks (340-8854)
Operating System:	Windows XP Professional, SP2 with media, for Latitude English, Factory Installed (420-4790)
TBU:	90W AC Adapter for Latitude D-Family, Factory Tied (310-7284)
CD-ROM or DVD-ROM Drive:	24X CDRW/DVD with Cyberlink Power DVD for Vista Basic/Business, Latitude DX20 (313-5043)
Processor Cable:	Dell Wireless 1490 Dual Band WLAN (802.11a/g,54Mbps) Mini Card, Latitude (430-2438)
Factory Installed Software:	Resource CD w/ Diagnostics andDrivers for Latitude D630 Notebook (313-5028)
Factory Installed Software:	Quick Reference Guide for Latitude D630 (313-5029)

Appendix A

BID 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 CONDITIONS

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

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, 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, SS 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the SS11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) - (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 SSB 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) (use attachments as necessary):

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) (use attachments as necessary):

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 Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes 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) (use attachments as necessary): _____
-

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, SS 14-101 through 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 meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs 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 program 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 five (5) days after a conviction;
- (i) Notify the procurement officer within ten (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 conviction, impose either of the following sanctions or remedial measures on an 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 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 21.07.11 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 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) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.
- (2) The business named above is a _____ sole proprietorship, _____ partnership, or _____ corporation formed under the laws of the State of _____. [For entities not formed under the laws of Maryland,] I further affirm that the business named above is 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 current resident agent is filed with the State Department of Assessments and Taxation as:

Name: _____

Address: _____

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. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the accompanying 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 PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

EIN or SS#: _____

By: _____

Solicitation#: _____

(Authorized Representative and Affiant)

Appendix B

CONTRACT 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. 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 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 current resident agent is filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

City, State, Zip: _____

(2) Except as validly contested, the business had 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.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me or for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

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

12.00061 (04/02)

Appendix C

SERVICE CONTRACT

Contract No. 85617

University of Maryland, Baltimore

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

1. **SCOPE:** To provide Software and Hardware System to the University of Maryland, Baltimore – School of Nursing. The Contractor's obligations and duties under this contract shall include the following documents; the specifications, terms and conditions listed in RFP85617VP (attached) dated December 11, 2007, vendor's response to the IFB (copy attached), Contract Affidavit, Bid Affidavit and this Contract.

2. **TERM:** The term of this contract shall begin on _____ and terminate on _____.

3. **COMPENSATION AND METHOD OF PAYMENT:** As compensation for satisfactory performance of the work described herein, the University will pay the Contractor an amount not to exceed _____.

The Contractor's Taxpayer Identification Number consisting of the Social Security Number for individuals and sole proprietors or the Federal Employer Identification Number for all other types of organization 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 express written consent.

4. **INVOICING:** Invoices shall be rendered upon acceptance of the installation of the software and hardware to the satisfaction of the University's designated representative and shall be payable as provided. The work shall be delivered free from all claims, liens, and charges whatsoever.

5. **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.

6. **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.

7. 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.

8. 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 including, where required by Government Regulations, submission of satisfactory clearance from the U.S. Department of Defense or other Federal Authority concerned.

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 and maintain sufficient covering to protect stock and equipment from the action of its work, if applicable.

9. HARMONY: Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on University premises.

10. 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.

11. MODIFICATIONS IN THE WORK: This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

12. 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 pendency or term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

13. 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.

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

15. NON-DISCRIMINATION IN EMPLOYMENT: the Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or 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.

16. 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.

17. 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.

18. 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.

19. COST AND PRICE CERTIFICATION:

A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

(1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or (2) a change order or contract modification expected to exceed \$100,000, or smaller amount set by the procurement officer.

B. The price under this contract and any change order or modification hereunder, including profit fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

20. 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.

21. TERMINATION FOR CONVENIENCE: The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits 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.

22. 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.

23. POLITICAL CONTRIBUTION DISCLOSURE: Landlord shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Sections 14-101 through 14-108, which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$100,000 or more from public business, shall file with the State Administrative Board of Election Laws 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. 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 lease or 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.

24. 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.

25. 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.

26. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS: NA

27. LIQUIDATED DAMAGES: Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

28. VARIATIONS IN ESTIMATED QUANTITIES: Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this Contract, an equitable adjustment in the Contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the final settlement of the Contract, ascertain the facts and make adjustment for extending the completion date as in his judgment the findings justify.

29. TRUTH-IN-NEGOTIATION CERTIFICATION: (Mandatory for architectural services or engineering services contracts over \$100,000.) The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

A. The wage rates and other factual unit cost supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

B. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or non-current wages or other units of cost, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The

University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

C. If additions are made to the original price of the Contract, such additions may be adjusted to include any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

30. 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.

31. 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, Baltimore. University of Maryland, Baltimore 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, Baltimore and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

32. COPYRIGHTS: NA

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

34. SPECIFICATIONS: All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

35. TAX EXEMPTION: UMB is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed 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, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

36. 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 of the federal government or has engaged in conduct since July 1, 1997, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

37. EPA: Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

38. OSHA; MSDS: All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:

University of Maryland, Baltimore
Assoc. Director for EHS
714 West Lombard Street
Baltimore, MD 21201-1010

39. INTELLECTUAL PROPERTY: Contractor agrees to defend upon request and indemnify and save harmless UMB, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

40. 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 this Contract.

41. 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 the Agency 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.

Contract No. 85617

AGREED TO:

AGREED TO:

University of Maryland, Baltimore

(Company)

Signature

Signature

Title

Title

Date

Date

Appendix D

Schedule D

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

Appendix E

SCHEDULE B University of Maryland, Baltimore SOLICITATION TERMS & CONDITIONS November 2006

Definitions:

- (a) "Vendor" or "Contractor" means a person, partnership, corporation or other entity submitting an offer in response to a University solicitation.
- (b) "Offer" means a quote submitted by a vendor.
- (c) "UMB" means the University of Maryland, Baltimore or any other component of the University System of Maryland (USM) on behalf of which this procurement is made by UMB.
- (d) "Contract" an agreement entered into by UMB for the acquisition of supplies, services, construction, architecture services and engineering services.

Terms:

1. **Reservation of Rights.** This solicitation creates no obligation on the part of UMB. This solicitation may be cancelled at any time prior to opening of offers. UMB reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services described in the solicitation. Offers may be modified or withdrawn by written notice received prior to the time and date set for opening. UMB reserves the right to accept or reject any and all offers in whole or in part. The University reserves the right to make awards by item, groups of items, multiple awards, or on an all or none basis as best serves the interests of the University.
2. **Pricing.** The unit price shall be considered as the offer price, which will be evaluated by UMB. Separate unit prices shall be submitted for each item; extensions shall be indicated where applicable and total offer price shown when requested. Unless otherwise provided in the solicitation, offer prices are irrevocable for a period of 90 days following the date set for offer opening.
3. **Specifications; Equivalents.** All materials, equipment, supplies or services shall conform to applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trades names, brand names, information and/or catalog numbers listed in a specification are for information and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item(s). If offers are based on equivalent products, the vendor shall indicate on the offer form the manufacturer's name and product number and shall submit with the offer cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous offer shall not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. UMB reserves the right to determine acceptance of any items proposed as equivalent. Offers which do not comply with these requirements are subject to rejection. Offers lacking any written indication of intent to offer an alternate brand shall be received and considered in complete compliance with the specifications as listed on the solicitation form.
4. **Samples.** UMB reserves the right to request and be furnished samples, at no expense to UMB, prior to or after the award, for the purpose of quality and specification evaluation. Samples shall be returned, upon request, at the vendor's expense. UMB does not guarantee that Samples returned will be in the same condition as when submitted.
5. **Vendor's Terms and Conditions.** The Purchase Order issued by UMB shall constitute the contract between the parties. A VENDOR'S PROPOSED TERMS ARE NOT PART OF THE CONTRACT UNLESS SPECIFICALLY ACCEPTED IN WRITING BY THE PROCUREMENT OFFICER. NO OTHER UNIVERSITY EMPLOYEE CAN ACCEPT OR EXECUTE A CONTRACT FORM OR ACCEPT A VENDOR'S TERMS. Any terms and conditions, including any form contracts, which the vendor proposes to use, shall be submitted (a) by the solicitation closing date in the case of a single step procurement or (b) by the closing date for technical offers, in the case of a multi-step procurement. If a vendor does not submit any proposed terms on a timely basis, its offer will be deemed an offer to contract on UMB's terms. If a vendor timely proposes any non-UMB terms or conditions, the vendor must indicate clearly in writing whether or not its offer is contingent upon the acceptance of any or all of the vendor's terms and conditions. UMB may reject any offer made contingent upon University acceptance of a vendor's terms and conditions.
6. **Minority Business Enterprise Notice.**
 - (a) Minority business enterprises are encouraged to respond to this solicitation
 - (b) Refer to the specifications of the solicitation for identification of Minority Business Enterprise "MBE" participation goal.
7. **Public Information Act Notice.** Offerors shall give specific attention to the identification of those portions of their responses that they deem to be confidential, proprietary information or trade secrets and shall provide justification why such materials, upon request, should not be disclosed by UMB under the Public Information Act, Part III, Title 10, State Government Article, Annotated Code of Maryland.
8. **Arrearages.** By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
9. **Bid/Proposal Affidavit.** The attached bid/proposal affidavit shall be completed and submitted by the vendor with the bid or proposal. The terms and conditions of the affidavit will be incorporated into and made a part of any contract resulting from this solicitation.
10. **Bid Security.** Solicitations for construction contracts reasonably expected by the procurement officer to exceed \$100,000 shall require a bid security in an amount equal to at least 5% of the amount of the bid or price proposal. For all other non-construction contracts, refer to the specifications of this solicitation addressing bid security. Absence of any such reference shall mean that no bid security is required. Notwithstanding the above, notice of a bid security is required if a federal law or condition of federal assistance for the contract requires it.
11. **Ethics.** The Vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 15, State Government Article, Annotated Code of Maryland. The Public Ethics Law prohibits, under certain circumstances, (i) present and former officials and employees of State agencies, or (ii) businesses in which those persons or their close relations hold employment or economic interests, from submitting bids or proposals, negotiating for themselves or others, or entering into contracts with the State. In the event a violation of the Maryland Public Ethics Law occurs in connection with a Vendor's response to this solicitation or a resulting contract award to a Vendor, the University reserves the right to reject the proposal or declare an event of default of the contract awarded to the Vendor. Any Vendor with concerns about compliance with the Maryland Public Ethics Law is encouraged to contact the State Ethics Commission for more information.
12. **Rights in Inventions.** For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB 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. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.
13. **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. UMB 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 UMB.

14. Acknowledgement of Addenda. If it becomes necessary to revise any part of the bid, addenda will be posted to the eBid Board website at www.procurement.umb.edu <<http://www.procurement.umb.edu>>. It is the responsibility of the bidder to check the website frequently until the opening date for addendums, amendments, and changes. A written acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all vendors submitting a bid.
15. Conflict of Interest. An individual or a person that employs an individual who assists the University in the drafting of specifications, an invitation for bids, a request for proposals for a procurement or the selection or award made in response to an invitation for bids or request for proposals may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.
16. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

PURCHASE ORDER TERMS & CONDITIONS **March 2007**

1. Parties. The parties to this Contract are the Contractor identified on the Purchase Order ("P.O.)/Contract and UMB. In contractual matters, UMB shall be represented by a Procurement Officer designated in writing by UMB. The original Procurement Officer for this Contract is named on the P.O., which designation may be changed from time to time by UMB. If UMB is acting as procurement agent for another institution in the University System of Maryland, such institution is the party in interest under the Contract, and will be identified on the P.O. For such contracts, all rights and liabilities of UMB pursuant to the Purchase Order and applicable law shall be the rights and liabilities of that institution, which the UMB may exercise as agent, and UMB shall have no liability to the Contractor pursuant to the Contract. If more than one person or entity is identified on the P.O. as Contractor, each of them shall have joint and several liability for the performance of this Contract.
2. Conflicting Terms. Any proposal for terms in addition to or different from those set forth in this P.O. or any attempt by the Contractor to vary any of the terms of this P.O. by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this P.O. is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this P.O. may not be waived.
3. Clauses Incorporation by Reference. This Contract consists of the terms and conditions of this P.O. and any amendments of the P.O. All terms and conditions of the solicitation, and any amendment thereto, are made a part of this Contract.
4. Invoices. A separate invoice for this P.O. or for each shipment shall be rendered following shipment. All invoices must be forwarded directly to the Accounts Payable Department, University of Maryland, Baltimore, Saratoga Street Offices, Level 02 Room 02-121, 220 Arch St., Baltimore, Maryland 21201-1531. THE CONTRACTOR'S FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE INCLUDED ON THE FACE OF ALL INVOICES BILLED TO UMB. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State'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 the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
5. P.O. Number. The P.O. number must be stated on all related invoices, delivery memoranda, bills of lading, packages, correspondence, and/or MSDS forms (see para. 18).
6. Specifications. All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.
7. Delivery and Acceptance. Delivery shall be made in accordance with the solicitation specifications. UMB, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. UMB unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. UMB reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. UMB reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.
8. Delays. The Contractor agrees to perform the work continuously and diligently, and no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in the Contract.
9. Tax Exemption. UMB is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption Certificates shall be completed 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, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.
10. Non-Hiring of Employees; Conflict of Interest. (a) No official or employee of the State, as defined under State Government Article, SS15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the contractor or any entity that is a subcontractor on this contract.
11. Non-Discrimination in Employment and Equal Opportunity. (a) The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability and to post, and to cause subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
12. Financial Disclosure. The Contractor shall comply with State Finance and Procurement Article, 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year,

shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

13. Political Contribution Disclosure. Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Sections 14-101 through 14-108, which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$100,000 or more from public business, shall file with the State Administrative Board of Election Laws 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. 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 lease or 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.

14. 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 of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

15. 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 of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 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.

16. Contingent Fees. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this 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.

17. EPA. Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

18. OSHA; MSDS. All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:

University of Maryland, Baltimore
Associate Director for EHS
714 West Lombard Street
Baltimore, MD 21201-1010

19. Termination for Convenience. Upon written notice to the Contractor, UMB may terminate this Contract, in whole or in part, whenever UMB shall determine that such termination is in its best interest. UMB shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies & Procedures.

20. Termination for Default. When the Contractor has not performed or has unsatisfactorily performed the Contract, payment shall be withheld at the discretion of the State. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the Contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies & Procedures.

21. Disputes. This Contract shall be subject to USM Procurement Policies & Procedures. Pending the resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

22. Multi-Year Contracts. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

23. Intellectual Property. Contractor agrees to defend upon request and indemnify and save harmless UMB, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

24. Maryland Law. The provisions of this Contract shall be governed by the laws of Maryland.

25. Pre-Existing Policies & Procedures. The USM Procurement Policies & Procedures in effect on the date of execution of this Contract are applicable to this Contract.

26. Indemnification. UMB 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.

27. 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 this purchasing order.

28. 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 State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

29. Ethics. This purchase order is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any UMB employee in connection with this procurement.

30. Rights in Inventions. For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB 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. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to the UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

31. 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. UMB 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 UMB.

32. Ownership of Documents. All documents which are prepared by the Vendor and form a part of its services shall be the property of UMB and shall be delivered to UMB upon termination of this Contract if UMB so requests. The Vendor shall be responsible for the protection and/or replacement of any original documents in its possession. UMB shall receive all original drawings and the Vendor shall retain a reproducible copy.

33. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act")). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

12.00089 (Rev. 11/06)