

UNIVERSITY OF MARYLAND, BALTIMORE

COMPETITIVE SEALED PROPOSALS

REQUEST FOR PROPOSAL (RFP) 86965RH

FOR

COMPREHENSIVE FORMS PRINTING

Issued: **December 23, 2011**
Pre-Proposal Conference: **January 09, 2012 @10:00 A.M.**
Deadline for Questions: **January 13, 2012 by 2:00 P.M.**
Due Date for Proposals: **January 20, 2012 by 2:00 P.M.**

Issued by: University of Maryland, Baltimore
Department of Procurement Services
Saratoga Building
220 Arch Street, Room 02-100
Baltimore, MD 21201-1531
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410-706-7015
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Deliver to: Same as above
Building can be accessed during the hours of
8:00 am to 5:00 pm, Monday through Friday.

Pre-Proposal Conference: Same address as above
Room # 02-101

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

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**COMPREHENSIVE FORMS PRINTING
SECTION I: SUMMARY INFORMATION**

A. SUMMARY STATEMENT

It shall be the intent and purpose of this Request for Proposals (RFP) to outline and detail the terms and conditions under which a successful Offeror (Contractor) shall provide and deliver the University of Maryland, Baltimore (University) printed forms, letterhead, envelopes and business cards (Products) in full compliance with the terms and conditions, and specifications detailed herein.

This RFP shall include the requirements for University of Maryland, Baltimore (University) and University of Maryland Baltimore County (UMBC). Institutions of the University System of Maryland (USM) shall also be allowed to piggyback on the Contract.

B. ISSUING OFFICE

Rizwanul Haque
University of Maryland, Baltimore
Department of Procurement Services
Saratoga Building
220 Arch Street, Room 02-100
Baltimore, Maryland 21201-1531
410-706-7015
410-706-8577 (Fax)
E-mail: rhaque@af.umaryland.edu

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 Rizwanul Haque in writing.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by 2:00 P.M. on Friday, **January 13, 2012**. Inquiries will receive a written reply. Copies of replies will also be posted on the University's eBid Board at www.procurement.umaryland.edu.

D. DELIVERY OF PROPOSALS

Proposals must be delivered to:
The University of Maryland, Baltimore
Department of Procurement Services
Saratoga Building
220 Arch Street, Room 02-100
Baltimore, MD 21201-1531

E. PROPOSAL CLOSING DATE

In order to be considered, the original and four (5) copies [for a total of six (6) sets] of the Technical Proposal and the Price Proposal must arrive at the issuing office by Friday **January 20, 2012** no later than 2:00 p.m. Offerors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Department of Procurement Services. Offerors utilizing the U.S. Mail or similar methods which would not deliver directly to Room 02-100 of the Saratoga Building are cautioned to allow sufficient time for the delivery to Room 02-100.

Delivery of proposals to the campus mail room 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. **Fax and/or emailed proposals will not be accepted.**

F. ACCESS TO ISSUING OFFICE

The Saratoga Building, 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 Offerors 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. Offerors 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 RFP. Attendance at the Pre-Proposal conference is not mandatory. The conference will be held at the Department of Procurement Services, Saratoga Building, Room 02-101, 220 Arch Street, Baltimore, MD 21201-1531 on Monday, **January 09, 2012** at 10:00 AM.

While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all prospective Offerors are encouraged to attend. Offerors should inform the Issuing Office by Tuesday, **January 03, 2012** to indicate attendance at the conference. There should be a maximum of two (2) representatives from each offeror.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Rizwanul Haque at 410-706-7015 with specific requests at least four (4) business days prior to conference.

H. DURATION OF PROPOSAL OFFER

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

I. TERM OF CONTRACT

Initial term of the Contract shall begin on March 1, 2012 and ending on February 28, 2013. The University shall have the option to renew the contract for four (4) additional one-year terms, at the sole discretion of the University.

Requests for rate adjustments for renewal options must be submitted in writing to this office a minimum of ninety (90) days prior to the contract anniversary date. UMB will use the US Bureau of Labor Statistics, Producer Price Index (PPI) to monitor any such rate adjustment requests for reasonableness. UMB will use the Printing & Related Support Activities, April 2011 index of 111.7 as the benchmark. Rate adjustments will be approved at the discretion of the University, and are not guaranteed.

The University will notify the Contractor prior to the contract anniversary date of its intention of whether or not it will exercise the upcoming renewal option. Contract Amendments will be issued to effect annual renewal options. The University will not be responsible to reimburse Contractor for remaining inventory of University forms at the end of the contract.

J. EVALUATION OF OFFERS

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

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. 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, 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 Contractor and the University in the form of a University Contract and shall contain the provisions included herein as Appendix C (Commodity Contract), Appendix J (Price Proposal Sheet), as well as any additional terms required by the University or the State of Maryland. By submitting an offer, the Offeror warrants that they have reviewed all appendices, schedules and attachments and will execute a contract based upon these terms and conditions upon request by the University.

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 shall be completed by all respondents and returned with their respective responses, is included in Section VI - Appendices and Attachments of the RFP.

END OF SECTION I

SECTION II: GENERAL INFORMATION FOR OFFERORS

A. PURPOSE

The overall purpose of this RFP is to provide information to Offerors interested in preparing and submitting proposals to meet the requirements for comprehensive forms printing as 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 OFFERORS

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. At the Pre-Proposal conference, potential Offerors will have an opportunity to
 - (a) ask and receive answers to all questions regarding the specifications and general conditions,
 - (b) receive any additional information relating to this contract, and
 - (c) review of samples
4. 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.
5. The University reserves the right to award a contract based upon the proposals received without further negotiations. Offerors should therefore not rely on having a chance during negotiations to change their offer.
6. Before the award of a contract, University 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. It is the responsibility of the Offerors to check the website frequently until the opening date for addenda, amendments and changes. An "Acknowledgement of the Receipt" Form for all amendments, addenda, and changes issued shall be required from all Offerors submitting a proposal.

D. CANCELLATION OF THE RFP

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

E. ORAL PRESENTATION

Offerors 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 Offeror in preparing and submitting a proposal, delivery of or return of representative samples (if applicable).

G. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror'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 including all appendices and attachments.

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

Offerors may not submit more than one proposal.

K. ALTERNATE SOLUTION PROPOSALS

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

L. FACSIMILE PROPOSAL MODIFICATIONS

Offerors may modify their proposals by 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 Offeror 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, email, or facsimile price proposals will be accepted.

M. CONTRACTOR RESPONSIBILITIES

The University shall enter into contract with the Contractor only. The Contractor 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 Offeror, however, the Offeror 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 Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by the Contractor.

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.

Offerors 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) are encouraged to respond to this solicitation notice.

The minority business participation goal for this requirement is set at **not less than twenty-five percent (25%)** of the total contract value, with **sub goals of six percent (6%) for MBEs classified as African American-owned, five percent (5%) for MBEs classified as Asian American-owned and ten percent (10%) for MBEs classified as Women-owned.**

REFER TO SCHEDULE MBE AND ATTACHMENTS A, B, C, D, E, AND F IN APPENDIX-H OF THIS RFP.

If an Offeror fails to submit Attachment A and Attachment B of the MBE Schedule with their offer as required, the Procurement Officer shall deem that the offer is not reasonably susceptible of being selected for award.

P. ARREARAGES

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

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 & Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request.

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 Offeror(s).

S. DEBRIEFING OF UNSUCCESSFUL OFFERORS

Unsuccessful Offerors may request a debriefing. If the Offeror 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 Offeror'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 Offeror's proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual 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 Offeror has any questions concerning application of the State Ethics law to the Offeror's participation in this procurement, it is incumbent upon the bidder/offeror to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The Procurement Officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the 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 cancel-able in the event of a violation of the Maryland Public Ethics Law by the Offeror 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.

V. **INVOICING**

Contractor must accept the State's Corporate Purchasing (VISA) Card, (hereafter ProCard).

- Orders at and under \$4,999.99 will be paid via ProCard.
- Orders at \$5,000 or above will be paid via a University Purchase Order, which will be given to the Contractor at the time the order is placed. No services are to be provided without having received a PO prior to beginning the work.
- No Service Charge is allowed to be charged on top of the prices quoted for the services/products.

W. METHOD OF PAYMENT

1. Invoicing: Contractor must submit invoices to the respective Accounts Payable offices of each campus for orders that have been placed using a purchase order number.

Invoices must clearly indicate the Purchase Order number, itemized list of items being billed, and Contractor's FEIN/FID number on each invoice.

Invoices will not be submitted to the respective Accounts Payable offices for ProCard purchases.

Contractor shall be provided with a list of appropriate A/P offices.

2. Payment Terms: Payment terms shall not be less than Net 30 days from receipt of an approved invoice.

X. JOINT VENTURE PROPOSERS:

If the Offeror is a joint venture firm, the Offeror must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the initial technical proposal submission, the Offeror must identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document.

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

END OF SECTION II

SECTION III

TECHNICAL REQUIREMENTS & SPECIFICATIONS

A. BACKGROUND

The University is a public institution with the multiple missions of education, research and service. The 61 acre complex, with almost five million gross square feet space in 58 buildings, 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 Community Planning and the Graduate School.

UMBC is located at 1000 Hilltop Circle in Catonsville, MD and is approximately 8 miles west of the UMB campus. The campus emphasizes undergraduate programs in the liberal arts, sciences and engineering and graduate programs in the sciences, mathematics, engineering, information technology and computer sciences and in public policy. UMBC enrolls in excess of 10,000 students.

B. SCOPE OF PROJECT

This RFP is issued by UMB on its own behalf and also the needs of UMBC. Other campuses of the University System are permitted to utilize any resulting Contract that may be awarded from this RFP. Each campus that utilizes this contract shall administer the contract for their own needs including but not limited to order placement, invoice procedures and reconciliation and contract compliance matters. Each campus will identify a contract administrator to the Contractor.

The resulting Contract shall provide for composition, typesetting, comprehensive printing of standard business forms, letterhead, envelopes and business cards.

C. SPECIFICATIONS

The following provides specifications of the services and requirements of the Contractor. The specifications and requirements have been designated as being either Mandatory or Desirable. Offerors are to reply to each specification addressed with completeness and accuracy. Offeror shall indicate whether or not they meet the specification and provide a complete explanation of how they will meet the specification. Offerors are not to reply with YES or NO answers only. Failure to meet a Mandatory requirement will disqualify an Offeror's proposal.

All materials, supplies and services shall conform to all applicable Federal and State laws and regulations and to the specifications contained in this solicitation. The Offeror shall submit with proposal any and all required samples of forms or any

other printed material or samples requested herein. Proposals, which do not comply with these requirements, are subject to rejection as being non-responsive.

1. CONTRACT SPECIFICATIONS:

MANDATORY

- a). The Offeror must be a direct employee of the proposing firm. Proposals from brokers will not be accepted. Offeror must indicate that they are not a broker.
- b). The Offeror must accept the State's VISA Corporate Purchasing Card (ProCard) as payment for purchases up to \$4,999.99 under any resulting contract from this RFP.
- c). The Contractor must accept UMB and UMBC Purchase Orders for any dollar amount.
- d). The Contractor must acknowledge that the services provided shall be considered to be a work for hire and as such, the University shall have all copyright privileges to all resulting work products and shall own all plates, artwork, and related matter in the print process. The University shall own all discs, negatives, and computer files relative to forms, stationery, brochures, booklets, etc. produced for the University and shall be tendered to the University upon its request.
- e). Offeror shall identify a Primary Account Representative who will be the primary person responsible for
 - 1) making regular calls and visits to the various University departments,
 - 2) being the Forms Manager Coordinator for the contract,
 - 3) being responsible to review proposed University specifications for print jobs for accuracy and completeness,
 - 4) serving as a consultant to the University departments in making suggestions to job requests to enhance the efficiency, economy and effectiveness of the end products, resolve difficulties in designing forms, consolidation/use of existing forms, different print types available,
 - 5) providing price quotations consistent with contract terms, and
 - 6) serving as troubleshooter for resolution of all problems associated with this account.
- f). Offeror shall identify the individual who will serve as the Inside Sales Representative for this account. This person shall serve as
 - 1) the Offeror's inside person for University contact,
 - 2) order processor and accept orders via phone, e-mail, mail and fax,
 - 3) have access to and communicate directly with the Primary Account Representative and
 - 4) shall have detailed knowledge of the terms of the Contract and provide accurate price quotations, provide status of jobs in progress and assist in invoice problem resolution.
- g). Offeror must have a minimum of five (5) year experience in providing comprehensive printing, and repro-copying services.

- h). Contractor must have process color printing capability of up to and including 5 colors for stationery, color post cards, etc.
- i). Offeror must verify its ability to provide complete printing services of at least 75% of the following forms on their own premises, (a) standard stationery including letterhead, envelopes, mailing labels, and business cards; (b) standard forms used on campus including, but not limited to, continuous, NCR and flat work.
- j). Offeror must acknowledge that the University's departments will deem the acceptability of all printed material. Should a department find a product unacceptable, the Contractor must reprint the items at no additional cost. If the department does not want reprinting, full credit must be issued by the Contractor. If it is determined that the University was at fault for the printer's error (i.e. wrong information given, etc.), the University will pay for the reprinting.
- k). Offeror must identify any minimum ordering requirements.
- l). Offeror must acknowledge that the University will not accept any over-runs/under-runs on any printing.
- m). Offeror must submit invoices for orders placed with a Purchase Order to the Accounts Payable Department at each respective campus. Invoice shall contain an itemization for each charge, the Purchase Order number and the Offeror's FID number.
- n). Contractor shall provide a Master Activity Report monthly to University that will show all of the purchase activity on the contract for University for the month. Included shall be information showing the forms usages by Department and School.
- o). At University, all letterhead, envelopes, and business cards must follow the standard format authorized by the Campus President. Questions regarding adherence to graphic identity are to be resolved through the Office of Communications & External Affairs. The specifications that must be followed for these items are provided in Appendix K.
- p). All new orders must include a proof, hand delivered, emailed or faxed and accepted by the ordering department prior to Contractor printing.
- q). At UMBC, all letterhead, envelopes, memo pads, business cards and mailing labels must follow the standard format and specifications provided in Appendix K. Such standards include but are not limited to paper and card stock weights, brand, character style and sizes, rule, etc.

DESIRABLE

- a). It is desirable that the Master Activity Report be organized in such a way that it is easy to read and, in addition to the mandated content, provide additional information such as financial/accounting information, purchase information for other than forms, etc. Provide a sample of what this report would look like.
- b). It is desirable that the University contracts with a firm that is well

established in the profession and possesses the wherewithal, both in terms of facilities and personnel, to fully and successfully service the University with regard to subject matter of this RFP. Complete the “Company Profile” Form in Appendix E. Provide such information that will include, at a minimum, the number of years providing the services described in this RFP, an equipment list of the equipment located in the facility that will serve this account including things such as presses, binder equipment, computer capabilities, finishing equipment and capabilities, etc. Include information on numbers of personnel that are dedicated to specific types of printing and copying activity, the location of the facility that will serve this account, etc.

c). Offeror should identify any new technologies that your company has recently employed relative to the services required in this RFP that would be used in serving this account to enhance product quality and service.

d). The Contractor should be easily contacted and at days and hours convenient to the University. Identify all methods of contacting the key personnel and the hours of availability. Observed holidays should also be identified.

e). The University desires a simple solution to handle “one line” changes on stationery reprints. Please provide a narrative that addresses this.

f). The University desires an efficient and effective way of handling “Rush/Emergency” orders. Offeror should provide a narrative that addresses this situation. Information provided should include what protocol should be followed to request emergency service and what steps the Offeror will take to meet the customer’s needs.

D. WARRANTY - NOT APPLICABLE

E. DOCUMENTATION

DESIRABLE INFORMATION

1. The University desires that the Primary Account Representative possess a high level of expertise regarding the services and products to be provided; be extremely customer service oriented with a high level of attention to detail and be familiar with specific forms needs that may be unique to higher educational facilities and health services facilities. Complete the “**Key Personnel**” Form (in **Appendix G**) for the person who would fill this role and/or any other information that will address these desires.
2. The University desires that the Inside Sales Representative be highly experienced in supporting the Primary Account Representative; possess good attention to detail, customer service oriented and experienced in managing contracts of this nature. Complete the “**Key Personnel**” Form (in **Appendix G**) for this person.
3. Offerors should provide a minimum of three (3) references where you are currently providing the types of services and products described in this RFP, by completing the “**Experience/Reference**” Form (in **Appendix F**). Reference should be of similar size and complexity. The reference information should

describe all of the services being provided, the approximate dollar size of the contract, a point of contact at each reference complete with the name of the institution, address and phone number. The contract(s) should be at least one year old.

F. OFFEROR SUPPORT

DESIRABLE FEATURES

1. Training – The University desires training at the outset of the contract for each campus' departments for the purpose of introducing your key personnel, training for order entry for each type of order entry available, answering customer's questions, etc. Offeror should identify who would provide the training, the experience of that individual in providing this type of training in the past, a commitment of how many days would be dedicated to providing this training, etc.
2. The University desires a commitment to provide interim training during the course of each contract year, up to twice per year upon the request of the University, for the purpose of training new employees of the University, update current University employees with any changes or improvements in services, etc. Please provide a narrative that will address this issue.

G. DELIVERY/SHIPMENT

1. MANDATORY FEATURES

- A. All shipments/deliveries shall be on an F.O.B. delivered basis directly to the desktop or delivery location within the ordering department.
- B. Timing of deliveries shall be scheduled with the ordering department and a signed receipt obtained with the Offeror and department each retaining a copy of the delivery ticket. Following is an indicative delivery schedule:
 - a. Standard Campus Forms – next day delivery
 - b. Letterhead, envelopes, business cards –
 - i. proof provided within 10 days of order placement
 - ii. first printing within 10-15 days of approval of proof
 - iii. exact reprints within 3-5 days of order placement.
- C. Contractor is responsible for providing for all deliveries, either directly or on a subcontracted basis including the provisions of all required materials handling equipment to ensure an efficient and non-disruptive delivery.

2. DESIRABLE FEATURES

- A. Offeror should address how instances of missing items from deliveries will be handled.

- B. Provide information about the timeliness of your firm's responsiveness to the University's requests.

H. MARYLAND ECONOMIC BENEFITS

DESIRABLE

It is desired that the successful Offeror(s) will provide a benefit to the economy of the State of Maryland through the activity required of this contract. Provide a narrative that will address this economic benefit to the State. Information should include things such as contract dollars to be recycled into Maryland's economy in support of the contract through the use of subcontractors, suppliers, and joint venture partners; the number and type of jobs for MD residents resulting from the contract; tax revenues to be generated for MD and its political subdivisions; subcontract dollars committed to MD small businesses and Minority Business Enterprises; etc.

I. ERGONOMIC CONSIDERATIONS - NOT APPLICABLE

J. PRODUCT SAMPLES

DESIRABLE

1. The University desires to assess the quality of forms printed by the proposing Offeror. Offerors should provide one sample of at least five (5) of the forms identified in Appendix K that the Offeror deems similar or relevant to the standard forms listed in the Appendix. Samples should be included within each copy of their RFP response.

2. The University desires to assess the quality of letterhead, envelopes, business cards, printed for one of the current references provided for item E.3 above. Offeror should provide at least one sample of each type within each copy of its proposal.

K. INSTALLATION - NOT APPLICABLE

L. OFFEROR SITE VISITS - NOT APPLICABLE

M. INSURANCE

MANDATORY

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;
cancellation, non-renewal, material change, or "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. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland, Baltimore or participation institutions from supervising or inspecting the operations of the contractors as the end result.

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

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 coverages 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:

i. It is preferred that the general aggregate limit applies separately to this project:

ii. Premises/Operations:

iii. Actions of Independent Contractors:

iv. Contractual Liability including protecting for the Contractor for claims arising out of liability assumed under this contract.

v. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):

b. Business Automobile Liability, which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired or non-owned motor vehicles, uninsured 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.

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

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

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

END OF SECTION III

IV. EVALUATION AND SELECTION PROCEDURES

A. EVALUATION COMMITTEE

All responsive Offeror's proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation 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

Responsive Proposals – Failure to comply with any Mandatory requirement will disqualify a Offeror's proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The Offeror 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 committee's initial review of proposals, the Issuing Office may invite, at no cost to the University, the highest ranked 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 Offerors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process.

D. MINIMUM TECHNICAL SCORE

Offerors must earn a minimum technical score of 75% of the total technical points available for the technical evaluation in order to be considered for further evaluation. Offerors not achieving this minimum technical score will have their Price Proposal volumes returned to them unopened.

E. FINANCIAL EVALUATION

The Price Proposal of each qualified Offeror will be evaluated following the completion of the technical evaluation. Price Proposals will not be opened publicly. Total costs of the proposals will be determined in order to establish a financial ranking of the proposals, from lowest to highest total cost. 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.

F. FINAL RANKING AND SELECTION

The total scores from the technical and financial evaluation of proposals will be used as a guide in determining the Contractor. The 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 consideration than cost.

G. 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 in order from most important to least. Each committee member will score the proposals on each major criterion.

Evaluation Criteria:

- | | | |
|----|----------------------------|----------------------|
| 1. | Desirable Features | Ref. Section III C.1 |
| 2. | Product Samples | Ref. Section III J |
| 3. | Documentation | Ref. Section III E |
| | a. Key Personnel | |
| | b. Experience/References | |
| 4. | Delivery | Ref. Section III G |
| 5. | Vendor Support | Ref. Section III F |
| 6. | Maryland Economic Benefits | Ref Section III H |

END OF SECTION IV

V. INFORMATION REQUIRED IN OFFEROR PROPOSALS

A. TRANSMITTAL LETTER

A transmittal letter prepared on Offeror'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 Committee. Each proposal must be submitted as two separate volumes as indicated below. Failure to do so may constitute disqualification of a Offeror'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 pricing information. The contents of this volume must address the following items, as indicated below (#1, #2 and # 4), and additionally, must include the appropriate completed forms as indicated in #3 as listed below. Proposers must complete their response in the same order as listed in the RFP.

1. Management Summary
2. Compliance with RFP Specifications
3. Completed Forms
4. Certification to provide insurance as required
5. Acknowledgement of Amendment (if applicable)

The Management Summary should contain a brief synopsis of the needs of the University relative to this RFP and the solution that the Offeror is offering through the 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 Offeror can satisfy each point of the RFP specifications. This section is not to be prepared with YES or NO replies only. The Offeror must describe how the services/products will be provided and specified to satisfy the stated requirements or conditions.

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.

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Committee will not be required to refer to any additional documents for the Offeror 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 services and products. Prices shall be entered into the pricing form provided as Appendix J, J-1 and J-2.

E. SUBMISSION

Offerors 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.

END OF SECTION V

VI. APPENDICES AND ATTACHMENTS

APPENDIX A-	Schedule B – Terms and Conditions of Solicitation and Purchase Order Terms & Conditions
APPENDIX B-	Bid/Proposal Affidavit
APPENDIX C-	Commodity Contract (Not to be returned with the offer)
APPENDIX D-	Contract Affidavit (Not to be returned with the offer)
APPENDIX E-	Company Profile
APPENDIX F-	Company Experience/Reference Form
APPENDIX G-	Key Personnel/Reference Form
APPENDIX H-	Schedule MBE & Attachments A - F
APPENDIX I-	Schedule D
APPENDIX J-	Price Proposal Sheets
APPENDIX K-	Technical Specifications (Not to be returned with the offer)

APPENDIX A

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

Definitions:

- (a) "Offeror" 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 Offeror.
- (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 Offeror may offer any brand which meets or exceeds the specification for any item(s). If offers are based on equivalent products, the Offeror 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 Offeror 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 Offeror's expense. UMB does not guarantee that Samples returned will be in the same condition as when submitted.
5. Offeror's Terms and Conditions. The Purchase Order issued by UMB shall constitute the contract between the parties. A OFFEROR'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 OFFEROR'S TERMS. Any terms and conditions, including any form contracts, which the Offeror 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 Offeror 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 Offeror timely proposes any non-UMB terms or conditions, the Offeror must indicate clearly in writing whether or not its offer is contingent upon the acceptance of any or all of the Offeror's terms and conditions. UMB may reject any offer made contingent upon University acceptance of a Offeror'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 Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
9. Bid/Proposal Affidavit. The attached bid/proposal affidavit shall be completed and submitted by the Offeror 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 Offeror 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 Offeror's response to this solicitation or a resulting contract

award to a Offeror, the University reserves the right to reject the proposal or declare an event of default of the contract awarded to the Offeror. Any Offeror 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, Offeror 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 Offeror as part of the performance of Work. Offeror 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.umaryland.edu <<http://www.procurement.umaryland.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 offerors 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 02-123, 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 Offeror or any UMB employee in connection with this procurement.

30. Rights in Inventions. For the consideration payable under this Contract, Offeror 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 Offeror as part of the performance of Work. Offeror 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 Offeror 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 Offeror shall be responsible for the protection and/or replacement of any original documents in its possession. UMB shall receive all original drawings and the Offeror 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.

APPENDIX B
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. 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.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ☐) (foreign ☐) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____ Address: _____ .
(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, 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.

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

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

12.0021 (Rev. 07/2010)

APPENDIX C

COMMODITY CONTRACT

Contract No. _____

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: Provide for the printing and delivery of standard forms, letterhead, envelopes, and business cards to the University, as detailed in the Request for Proposals.

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 _____ 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: The Contractor shall comply with the

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

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

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 Offeror 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 Offeror's response of this solicitation or a resulting contract award to the Offeror, the University reserves the right to (1) reject the Offeror'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 Offeror 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: For the consideration payable under this Contract, the work product

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

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
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. _____

AGREED TO:

University of Maryland

Signature

Title

Date

AGREED TO:

(Company)

Signature

Title

Date

END OF CONTRACT FORM

APPENDIX D

CONTRACT AFFIDAVIT

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.

A. 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.

B. 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)

END OF FORM

APPENDIX E

COMPANY PROFILE

COMPANY NAME: _____

ADDRESS OF COMPANY: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

PHONE NUMBER: _____ TOLL FREE PHONE NUMBER: _____

FAX NUMBER: _____ EMAIL ADDRESS: _____

NUMBER OF GEOGRAPHIC LOCATIONS: _____

LOCATION OF ALL GEOGRAPHIC OFFICES (if applicable) AND THEIR FUNCTION

LOCATION:

FUNCTION:

LOCATION OF BRANCH OFFICE WHICH WILL SERVICE UMB: _____

TYPE AND SIZE OF UNIVERSITIES SERVICED: _____

TYPE OF SERVICES PROVIDED: _____

OF YEARS IN PRINTING BUSINESS: _____

OF YEARS IN BUSINESS: _____

OF YEARS IN BUSINESS UNDER PRESENT NAME: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

TYPE OF ORGANIZATION (I.E., CORPORATION, PARTNERSHIP, INDIVIDUAL, JOINT VENTURE):

NAME OF PRINCIPAL(S) AND TITLE(S):

BRIEF HISTORY OF COMPANY: _____

BRANCH OFFICE

TOTAL
COMPANY

WHICH WILL
SERVICE UMB:

Total Number of employees:

Professional Staff: _____

Administrative Staff: _____

Clerical Staff: _____

DESCRIBE THE CURRENT TECHNOLOGICAL CAPABILITIES OF YOUR COMPANY AS WELL AS ANY
PLANNED TECHNOLOGICAL DEVELOPMENTS: _____

TOTAL COMPANY ANNUAL SALES VOLUME FOR FINANCIAL SERVICES:

2010 _____ 2009 _____ 2008 _____

PERCENTAGE OF COMPANY ANNUAL SALES VOLUME WHICH IS F&A SERVICES:

2010 _____ 2009 _____ 2008 _____

TYPES OF PRINTING SERVICES PROVIDED (check all that apply);

- | | | |
|---|---------------------------------------|--|
| ☐ NCR forms | ☐ Flat forms | ☐ Multi-part carbon interleaf forms |
| ☐ Continuous forms | ☐ Brochures | ☐ Photocopying |
| ☐ Typesetting | ☐ Stationery | ☐ Electronic disk services |
| ☐ 2-color | ☐ 3-color | ☐ 4-color |
| ☐ Halftones | ☐ Duotones | ☐ Binding |
| ☐ Crash numbering | ☐ Other (list) | |

APPENDIX F

CONTRACT EXPERIENCE/REFERENCE FORM

Offerors shall provide references for at least three (3) current clients indicating the Name of the contract, Contact name, address, phone and fax number, email address. Indicate the contract term, contract value.

Contract Name: _____ Contact Name: _____

Address: _____ Phone: _____

Fax: _____ Email address: _____

Term of Contract: _____ Value of Contract: _____

Contract Name: _____ Contact Name: _____

Address: _____ Phone: _____

Fax: _____ Email address: _____

Term of Contract: _____ Value of Contract: _____

Contract Name: _____ Contact Name: _____

Address: _____ Phone: _____

Fax: _____ Email address: _____

Term of Contract: _____ Value of Contract: _____

Contract Name: _____ Contact Name: _____

Address: _____ Phone: _____

Fax: _____ Email address: _____

Term of Contract: _____ Value of Contract: _____

Offeror: _____

APPENDIX G

KEY PERSONNEL FORM

Offerors shall provide background for the Primary, and Inside Account Representative who will service the University (must be a current, direct employee of Offeror). Offeror shall complete one form for each position. Put an 'x' in the appropriate box.

[] Primary Account Representative

[] Inside Account Representative

1. PERSON'S NAME: _____

2. POSITION TO BE ASSIGNED: _____

3. HOURS AVAILABLE MONDAY – FRIDAY: _____

4. CURRENT EMPLOYMENT

a. Dates of Employment: _____

b. Positions Held / Duration by Date

c. Similar Project Experience [Note: these are to be references of other clients who have been served by the Primary Account Representative in the same role they would provide to the University, these are not employer references.

i. Contact Person: _____ Phone: _____

Organization name: _____ email: _____

Project /Contract Name: _____ Dollar Value: _____ Dates: _____

Description of Services Provided: _____

ii. Contact Person: _____ Phone: _____

Organization name: _____ email: _____

Project /Contract Name: _____ Dollar Value: _____ Dates: _____

Description of Services Provided: _____

iii. Contact Person: _____ Phone: _____
 Organization name: _____ email: _____
 Project /Contract Name: _____ Dollar Value: _____ Dates: _____

 Description of Services Provided: _____

5. EDUCATIONAL BACKGROUND

a. Education

Institution	Degree / Diploma/ Certificate	Major (if any)
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Professional Certificates / Licenses

Issuing Agency	Certification / License	Effective Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. Awards / Achievements / Other Notations (not required)

END OF FORM

APPENDIX H

SCHEDULE MBE **MINORITY BUSINESS ENTERPRISE PARTICIPATION**

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUB GOALS

☐ An MBE subcontract participation goal of ____ percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises.

OR

X An overall MBE subcontract participation goal of 25 percent of the total contract dollar amount has been established for this procurement. This percentage of the total dollar amount includes:

- X A sub goal of 6 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as **African American**-owned businesses.
- X A sub goal of 5 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as **Asian American**-owned businesses.
- X A sub goal of 10 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as **Women**-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these percentages of the total dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ♦ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ♦ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment B) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment A and Attachment B with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - (1) Outreach Efforts Compliance Statement (Attachment C)
 - (2) Subcontractor Project Participation Statement (Attachment D)
 - (3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Awarded Contractor shall:

1. Submit monthly to the Procurement Department a report listing any unpaid invoices,

over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (See MBE Monthly Payment Form Attachment E).

2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Procurement Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (See MBE Monthly Payment Form Attachment F)
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- B. MBE Participation Schedule (must be submitted with bid or offer)
- C. Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D. Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- E. MBE Monthly Payment Form (Submitted monthly as needed after award by the prime contractor)
- F. MBE Monthly Payment Form (Submitted monthly as needed after award by the MBE subcontractor)

Attachment A

MBE Attachment A
Page 1 of 2

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document MUST BE included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Project Name _____, Solicitation No. _____, I affirm the following:

1. ☐ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, subgoals of:
____ percent for MBEs classified as *African American*-owned,
____ percent for MBEs classified as *Asian American*-owned,
____ percent for MBEs classified as *Hispanic American*-owned,
____ percent for MBEs classified as *Woman*-owned.

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11

OR

- ☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - Outreach Efforts Compliance Statement (Attachment C)
 - MBE Subcontractor Project Participation Statement of Intent to Subcontract (Attachment D)
 - Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

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

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Firm Name

Signature of Affiant

Address

Printed Name, Title

City, State, Zip

Phone

Fax

E-Mail

Date

Submit this MBE Affidavit with Bid or Offer

MBE PARTICIPATION SCHEDULE

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Set forth below are the: (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project. I hereby affirm that the MBE firms are only providing those products and services for which they are MDOT certified.

Prime Contractor (Firm Name, Address, Phone)	Project Name
Solicitation Number	
List Information for Each Certified MBE Subcontractor/Supplier on this Project	
Minority Firm Name	MBE Certification Number & Classification
Work to be Performed/NAICS Codes	
Percentage of Total Contract : _____%	
Minority Firm Name	MBE Certification Number & Classification
Work to be Performed/NAICS Codes	
Percentage of Total Contract : _____%	
Minority Firm Name	MBE Certification Number & Classification
Work to be Performed/NAICS Codes	
Percentage of Total Contract : _____%	

USE ATTACHMENT B CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL *African-American* MBE Participation: _____ %
 TOTAL *Asian-American* MBE Participation: _____ %
 TOTAL *Hispanic-American* MBE Participation: _____ %
 TOTAL *Woman-Owned* MBE Participation: _____ %
 TOTAL *Other* MBE Participation: _____ %
TOTAL ALL MBE PARTICIPATION: _____ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

 Bidder/Offeror Firm Name
 (PLEASE PRINT OR TYPE)

 Signature of Affiant

 Date

 Printed Name, Title

Submit this MBE Participation Schedule with Bid or Offer

MBE PARTICIPATION SCHEDULE (continued)

List Information for Each Certified MBE Subcontractor/Supplier on this Project	
Minority Firm Name	MBE Certification Number & Classification
Work to be Performed/NAICS Codes	
Percentage of Total Contract : _____ %	
Minority Firm Name	MBE Certification Number & Classification
Work to be Performed/NAICS Codes	
Percentage of Total Contract : _____ %	
Minority Firm Name	MBE Certification Number & Classification
Work to be Performed/NAICS Codes	
Percentage of Total Contract : _____ %	
Minority Firm Name	MBE Certification Number & Classification
Work to be Performed/NAICS Codes	
Percentage of Total Contract : _____ %	
Minority Firm Name	MBE Certification Number & Classification
Work to be Performed/NAICS Codes	
Percentage of Total Contract : _____ %	
Minority Firm Name	MBE Certification Number & Classification
Work to be Performed/NAICS Codes	
Percentage of Total Contract : _____ %	

Outreach Efforts Compliance Statement

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

In conjunction with the bid or offer submitted in response to Solicitation No. _____, Bidder/Offeror states the following:

- 1 Bidder/Offeror identified opportunities to subcontract in these specific work categories.
- 2 Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
- 3 Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
- 4 Select ONE of the following:
 - a. ☐ This project does not involve bonding requirements.
OR
 - b. ☐ Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
 - a. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference.

OR
 - b. ☐ No pre-bid/proposal conference was held.

Bidder/Offeror Printed Name

By: _____
Signature

Address: _____

MBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT OF INTENT TO SUBCONTRACT

SUBMIT ONE FORM FOR EACH MDOT CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE (ATTACHMENT B)

Provided that _____ is awarded the contract in
 _____ Prime Contractor Name
 conjunction with _____, Solicitation No. _____, it and
 _____ Project Name
 _____, MDOT Certification No. _____, intend
 _____ Subcontractor Name
 to enter into a contract by which Subcontractor shall: (describe work, include NAICS codes)

Agreed upon Subcontract \$ Amount _____ Percentage of Total Contract ____%

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Signature of Authorized Representative
of Prime Contractor

Signature of Authorized Representative
of Subcontractor

Printed Name, Title

Printed Name, Title

Date _____

Date _____

**Submit this MBE Subcontractor Participation Statement within
10 Working Days of Notification of Apparent Awardee**

UNIVERSITY OF MARYLAND PRIME CONTRACTOR MBE MONTHLY PAYMENT REPORT - ATTACHMENT E (Submitted by Project Prime Contractor)

REPORT FOR MONTH/YEAR: _____ 20____

NAME OF PRIME CONTRACTOR: _____

ADDRESS: _____ CITY: _____

CAMPUS/ PROJECT NAME: _____

PRIME CONTRACT CURRENT TOTAL DOLLAR AMOUNT

(Including Change Orders): _____

FINAL REPORT: YES ☐ NO ☐

TELEPHONE NO. _____

STATE: _____ ZIP CODE: _____

CONTRACT/ PROJECT NO.: _____

TOTAL PAYMENTS RECEIVED BY

PRIME PROJECT TO DATE: _____

List all MBE firms utilized in connection with the above project either as subcontractor and/or supplier:

MBE FIRM & MDOT #	WORK/ SERVICE PERFORMED	CHECK IF SUB COMPLETED	CURRENT SUB- CONTRACT AMOUNT (Including Change Orders)	PAID THIS MONTH	PAID TO DATE	AMOUNT OF PAYMENT(S) OVER 30 DAYS LATE*	BALANCE TO FINISH

As an authorized representative for the firm below, I certify that the information above is true and correct.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME & TITLE: _____

FIRM: _____

DATE: _____

E-MAIL: _____

PHONE: _____

FAX: _____

***NOTE:** Attach an explanation of the reason for any subcontractor payments that are over 30 days late.

Please send Attachment E via fax or email to: University of Maryland, Baltimore
Procurement Services
220 Arch Street, Rm. 02-100
Baltimore, Maryland 21201
Attn: Kathy Bordenski
Email: kbordenski@af.umaryland.edu
Fax: 410-706-8577

UNIVERSITY OF MARYLAND MBE SUBCONTRACTOR MONTHLY PAYMENT REPORT – ATTACHMENT F (Submitted by MBE)

REPORT FOR MONTH OF _____ 20_____ FINAL REPORT YES ☐ NO ☐
 PRIME CONTRACTOR THAT PAYS THE MBE: _____
 MBE SUBCONTRACTOR NAME & MDOT#: _____ TELEPHONE NO. _____
 ADDRESS: _____ CITY _____ STATE _____ ZIP CODE _____
 CAMPUS/ PROJECT NAME: _____ CONTRACT/ PROJECT # _____

List each work/service performed for the month and individual payment(s) tied to each activity listed:

WORK/ SERVICE PERFORMED	DATE COMPLETED	CURRENT CONTRACT AMOUNT (Including change orders)	PAID THIS MONTH	PAID TO DATE ON THIS PROJECT	AMOUNT OF PAYMENT(S) OVER 30 DAYS LATE
TOTALS:					

As an authorized representative for the firm below, I certify that the information above is true and correct.

SIGNED BY: _____
 PRINT NAME & TITLE: _____
 FIRM: _____

DATE: _____
 E-MAIL: _____
 PHONE: _____
 FAX: _____

Please send Attachment F via fax or email attachment to:

Return to: University of Maryland, Baltimore
 Procurement Services
 220 Arch Street, Rm. 02-100
 Baltimore, Maryland 21201
 Attn: Kathy Bordenski
 Email: kbordenski@af.umaryland.edu
 Fax: 410-706-8577

END OF MBE SCHEDULE

APPENDIX I
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 non-responsible.

(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)

END OF SCHEDULE-D

APPENDIX J

**PRICE PROPOSAL SHEET
SUMMARY**

(Group totals indicated on Price Sheets-Appendix J-1& J-2 should be put on this Summary Sheet)

- | | |
|--|----------|
| 1. Standard Business Forms | \$ _____ |
| | |
| 2. University of Maryland | |
| A. Letterhead | \$ _____ |
| B. Envelope | \$ _____ |
| C. Business Cards | \$ _____ |
| D. Stationary Items | \$ _____ |
| | |
| 3. University of Maryland Baltimore County | |
| A. Letterhead | \$ _____ |
| B. Envelope | \$ _____ |
| C. Business Cards | \$ _____ |

Base Bid Amount: \$ _____

VENDOR		DATE
SIGNATURE		TITLE
FEIN	PHONE	FAX
E-MAIL ADDRESS		

**APPENDIX J-1
PRICE SHEET**

Standard Campus Forms, Letterhead, Envelopes, Business Cards

University of Maryland, Baltimore

(Offerors must submit pricing on all items, quantities listed)

Item #	Description	U/M	Unit Price	Qty.	Total Price
<u>I. STANDARD CAMPUS FORMS</u>					
1.	Campus mail envelopes-plain/window	box	_____	<u>10 box</u>	_____
2.	Requisition for Supplies & Equipment	pkg.	_____	<u>10 pkg</u>	_____
3.	Leave Request	pkg.	_____	<u>10 pkg</u>	_____
4.	Mailing Labels (UMBC)	pkg.	_____	<u>10 pkg</u>	_____
5.	Human Resource Forms (UMBC)	pkg.	_____	<u>10 pkg</u>	_____
6.	Data Recovery Summary Sheet	pkg.	_____	<u>10 pkg</u>	_____
7.	Field Contract Card (UMBC)	box	_____	<u>10 box</u>	_____
8.	UMBC Police Dept. Crime Watch Alert	box	_____	<u>10 box</u>	_____
9.	UMBC Police Job Observation Report	pkg.	_____	<u>10 pkg</u>	_____
10.	UMBC Police Dept. Prop/Evid. Record	pkg.	_____	<u>10 pkg</u>	_____
11.	UMBC Police Vehicle Impound Record	pkg.	_____	<u>10 pkg</u>	_____
12.	UMBC Police Dept. - Request for Leave	pkg.	_____	<u>10 pkg</u>	_____
13.	UMBC Student Notification – Code of Student Conduct	box	_____	<u>10 box</u>	_____
14.	School of Law (SOL) Examination Book	pkg.	_____	<u>10 pkg</u>	_____
TOTAL STANDARD CAMPUS FORMS					\$ _____

II. University of Maryland, Baltimore

A. University Letterhead

1.	One-color, 1 st printing				
1a.	per 500	RM	_____	10 RM	_____
1b.	per 1,000		_____		
1c.	per 2,500		_____		
1d.	per 5,000		_____		
1e.	per 7,500		_____		
1f.	per 10,000		_____		
	One-color, exact reprint				
1g.	per 500	RM	_____	10 RM	_____
1h.	per 1,000		_____		
1i.	per 2,500		_____		
1j.	per 5,000		_____		
1k.	per 7,500		_____		
1l.	per 10,000		_____		

OFFEROR: _____

Item #	Description	U/M	Unit Price	Qty.	Total Price
2.	Black plus two-color, 1 st printing				
2a.	per 500	RM	_____	10 RM	_____
2b.	per 1,000		_____		
2c.	per 2,500		_____		
2d.	per 5,000		_____		
2e.	per 7,500		_____		
2f.	per 10,000		_____		
	Black plus two-color, exact reprint				
2g.	per 500	RM	_____	10 RM	_____
2h.	per 1,000		_____		
2i.	per 2,500		_____		
2j.	per 5,000		_____		
2k.	per 7,500		_____		
2l.	per 10,000		_____		
3.	Four-color, 1 st printing				
3a.	per 500	RM	_____	10 RM	_____
3b.	per 1,000		_____		
3c.	per 2,500		_____		
3d.	per 5,000		_____		
3e.	per 7,500		_____		
3f.	per 10,000		_____		
	Four-color, exact reprint				
3g.	per 500	RM	_____	10 RM	_____
3h.	per 1,000		_____		
3i.	per 2,500		_____		
3j.	per 5,000		_____		
3k.	per 7,500		_____		
3l.	per 10,000		_____		
4.	Four-color digital, 1 st printing				
4a.	per 500	RM	_____	10 RM	_____
4b.	per 1,000		_____		
4c.	per 2,500		_____		
4d.	per 5,000		_____		
4e.	per 7,500		_____		
4f.	per 10,000		_____		
	Four-color digital, exact reprint				
4g.	per 500	RM	_____	10 RM	_____
4h.	per 1,000		_____		
4i.	per 2,500		_____		
4j.	per 5,000		_____		

OFFEROR: _____

Item #	Description	U/M	Unit Price	Qty.	Total Price
4k.	per 7,500		_____		
4l.	per 10,000		_____		
Total Group A:					\$_____

B. University Envelopes (Plain, Window & Catalog)

5.	Envelopes, #10 Plain One-color only, 1 st printing				
5a.	per 500	BX	_____	10 BX	_____
5b.	per 1,000		_____		
5c.	per 2,500		_____		
5d.	per 5,000		_____		
5e.	per 7,500		_____		
5f.	per 10,000		_____		
	One-color, exact reprint				
5g.	per 500	BX	_____	10 BX	_____
5h.	per 1,000		_____		
5i.	per 2,500		_____		
5j.	per 5,000		_____		
5k.	per 7,500		_____		
5l.	per 10,000		_____		
6.	Envelopes, #10 Plain Black plus two-color only, 1 st printing				
6a.	per 500	BX	_____	10 BX	_____
6b.	per 1,000		_____		
6c.	per 2,500		_____		
6d.	per 5,000		_____		
6e.	per 7,500		_____		
6f.	per 10,000		_____		
	Black plus two-color, exact reprint				
6g.	per 500	BX	_____	10 BX	_____
6h.	per 1,000		_____		
6i.	per 2,500		_____		
6j.	per 5,000		_____		
6k.	per 7,500		_____		
6l.	per 10,000		_____		
7.	Envelopes, #10 Plain Four-color only, 1 st printing				
7a.	per 500	BX	_____	10 BX	_____
7b.	per 1,000		_____		

OFFEROR: _____

Item #	Description	U/M	Unit Price	Qty.	Total Price
	7c. per 2,500		_____		
	7d. per 5,000		_____		
	7e. per 7,500		_____		
	7f. per 10,000		_____		
	Four-color, exact reprint				
	7g. per 500	BX	_____	10 BX	_____
	7h. per 1,000		_____		
	7i. per 2,500		_____		
	7j. per 5,000		_____		
	7k. per 7,500		_____		
	7l. per 10,000		_____		
8.	Envelopes, #10 Window				
	One-color only, 1 st printing				
	8a. per 500	BX	_____	10 BX	_____
	8b. per 1,000		_____		
	8c. per 2,500		_____		
	8d. per 5,000		_____		
	8e. per 7,500		_____		
	8f. per 10,000		_____		
	One-color, exact reprint				
	8g. per 500	BX	_____	10 BX	_____
	8h. per 1,000		_____		
	8i. per 2,500		_____		
	8j. per 5,000		_____		
	8k. per 7,500		_____		
	8l. per 10,000		_____		
9.	Envelopes, #10 Window				
	Black plus two-color only, 1 st printing				
	9a. per 500	BX	_____	10 BX	_____
	9b. per 1,000		_____		
	9c. per 2,500		_____		
	9d. per 5,000		_____		
	9e. per 7,500		_____		
	9f. per 10,000		_____		
	Black plus two-color, exact reprint				
	9g. per 500	BX	_____	10 BX	_____

OFFEROR: _____

Item #	Description	U/M	Unit Price	Qty.	Total Price
	9h. per 1,000		_____		
	9i. per 2,500		_____		
	9j. per 5,000		_____		
	9k. per 7,500		_____		
	9l. per 10,000		_____		
10.	Envelopes, #10 Window				
	Four-color only, 1 st printing				
	10a. per 500	BX	_____	10 BX	_____
	10b. per 1,000		_____		
	10c. per 2,500		_____		
	10d. per 5,000		_____		
	10e. per 7,500		_____		
	10f. per 10,000		_____		
	Four-color, exact reprint				
	10g. per 500	BX	_____	10 BX	_____
	10h. per 1,000		_____		
	10i. per 2,500		_____		
	10j. per 5,000		_____		
	10k. per 7,500		_____		
	10l. per 10,000		_____		
11.	Envelopes, Catalog, 9 x 12				
	One-color only, 1 st printing				
	11a. per 500	BX	_____	10 BX	_____
	11b. per 1,000		_____		
	11c. per 2,500		_____		
	11d. per 5,000		_____		
	11e. per 7,500		_____		
	One-color, exact reprint				
	11f. per 500	BX	_____	10 BX	_____
	11g. per 1,000		_____		
	11h. per 2,500		_____		
	11i. per 5,000		_____		
	11j. per 7,500		_____		
	Black plus two-color only, 1 st printing				
	11k. per 500	BX	_____	10 BX	_____
	11l. per 1,000		_____		
	11m. per 2,500		_____		
	11n. per 5,000		_____		
	11o. per 7,500		_____		

OFFEROR: _____

Item #	Description	U/M	Unit Price	Qty.	Total Price
	Black plus two-color, exact reprint				
	11p. per 500	BX	_____	10 BX	_____
	11q. per 1,000		_____		
	11r. per 2,500		_____		
	11s. per 5,000		_____		
	11t. per 7,500		_____		
	Four-color, 1 st printing				
	11u. per 500	BX	_____	10 BX	_____
	11v. per 1,000		_____		
	11w. per 2,500		_____		
	11x. per 5,000		_____		
	11y. per 7,500		_____		
	Four-color, exact reprint				
	11z. per 500	BX	_____	10 BX	_____
	11aa. per 1,000		_____		
	11bb. per 2,500		_____		
	11cc. per 5,000		_____		
	11dd. per 7,500		_____		
12.	Envelopes, Catalog, 10 X 13				
	One-color only, 1 st printing				
	12a. per 500	BX	_____	10 BX	_____
	12b. per 1,000		_____		
	12c. per 2,500		_____		
	12d. per 5,000		_____		
	12e. per 7,500		_____		
	One-color, exact reprint				
	12f. per 500	BX	_____	10 BX	_____
	12g. per 1,000		_____		
	12h. per 2,500		_____		
	12i. per 5,000		_____		
	12j. per 7,500		_____		
	Black plus two-color, 1 st printing				
	12k. per 500	BX	_____	10 BX	_____
	12l. per 1,000		_____		
	12m. per 2,500		_____		
	12n. per 5,000		_____		
	12o. per 7,500		_____		
	Black plus two-color, exact reprint				
	12p. per 500	BX	_____	10 BX	_____
	12q. per 1,000		_____		
	12r. per 2,500		_____		
	12s. per 5,000		_____		
	12t. per 7,500		_____		

OFFEROR: _____

Item #	Description	U/M	Unit Price	Qty.	Total Price
	Four-color, 1 st printing				
12u.	per 500	BX	_____	10 BX	_____
12v.	per 1,000		_____		
12w.	per 2,500		_____		
12x.	per 5,000		_____		
12y.	per 7,500		_____		
	Four-color, exact reprint				
12z.	per 500	BX	_____	10 BX	_____
12aa.	per 1,000		_____		
12bb.	per 2,500		_____		
12cc.	per 5,000		_____		
12dd.	per 7,500		_____		
Total Group B:					\$_____

C. University Business Cards

13.	Business cards, one-sided- with standard swoosh				
	One-color				
13a.	per 250	BX	_____		
13b.	per 500	BX	_____	10 BX	_____
	Three-color				
13c.	per 250	BX	_____		
13d.	per 500	BX	_____	10 BX	_____
	Four-color				
13e.	per 250	BX	_____		
13f.	per 500	BX	_____	10 BX	_____
	Four-color, digital				
13g.	per 250	BX	_____		
13h.	per 500	BX	_____	10 BX	_____
14.	Business cards, two-sided- with standard swoosh				
	One-color, both sides (1/1)				
14a.	per 250	BX	_____		
14b.	per 500	BX	_____	10 BX	_____
	Three-color, both sides (3/3)				
14c.	per 250	BX	_____		
14d.	per 500	BX	_____	10 BX	_____
	Four-color, both sides (4/4)				
14e.	per 250	BX	_____		
14f.	per 500	BX	_____	10 BX	_____
	Three-color front, one-color back (3/1)				
14g.	per 250	BX	_____		
14h.	per 500	BX	_____	10 BX	_____

OFFEROR: _____

Item #	Description	U/M	Unit Price	Qty.	Total Price
	Four-color front, one-color back (4/1)				
14i.	per 250	BX	_____		
14j.	per 500	BX	_____	10 BX	_____
	Four-color front, three-color back (4/3)				
14k.	per 250	BX	_____		
14l.	per 500	BX	_____	10 BX	_____
	Four-color digital, both sides (4/4)				
14m.	per 250	BX	_____		
14n.	per 500	BX	_____	10 BX	_____
	Four-color digital, one-color back (4/1)				
14o.	per 250	BX	_____		
14p.	per 500	BX	_____	10 BX	_____
	Four-color digital, three-color back (4/3)				
14q.	per 250	BX	_____		
14r.	per 500	BX	_____	10 BX	_____
15.	Business cards, one-sided- with skinnier swoosh				
	One-color				
15a.	per 250	BX	_____		
15b.	per 500	BX	_____	10 BX	_____
	Three-color				
15c.	per 250	BX	_____		
15d.	per 500	BX	_____	10 BX	_____
	Four-color				
15e.	per 250	BX	_____		
15f.	per 500	BX	_____	10 BX	_____
	Four-color, digital				
15g.	per 250	BX	_____		
15h.	per 500	BX	_____	10 BX	_____
16.	Business cards, two-sided- with skinnier swoosh				
	One-color, both sides (1/1)				
16a.	per 250	BX	_____		
16b.	per 500	BX	_____	10 BX	_____
	Three-color, both sides (3/3)				
16c.	per 250	BX	_____		
16d.	per 500	BX	_____	10 BX	_____
	Four-color, both sides (4/4)				
16e.	per 250	BX	_____		
16f.	per 500	BX	_____	10 BX	_____
	Three-color front, one-color back (3/1)				
16g.	per 250	BX	_____		
16h.	per 500	BX	_____	10 BX	_____

OFFEROR: _____

Item #	Description	U/M	Unit Price	Qty.	Total Price
	Four-color front, one-color back (4/1)				
16i.	per 250	BX	_____		
16j.	per 500	BX	_____	10 BX	_____
	Four-color front, three-color back (4/3)				
16k.	per 250	BX	_____		
16l.	per 500	BX	_____	10 BX	_____
	Four-color digital, both sides (4/4)				
16m.	per 250	BX	_____		
16n.	per 500	BX	_____	10 BX	_____
	Four-color digital, one-color back (4/1)				
16o.	per 250	BX	_____		
16p.	per 500	BX	_____	10 BX	_____
	Four-color digital, three-color back (4/3)				
16q.	per 250	BX	_____		
16r.	per 500	BX	_____	10 BX	_____
Total Group C:					\$_____

D. Stationary Items

17.	Card with Envelope Set- size 9 ½ x 6 ¼				
17a.	per 250	BX	_____		
17b.	per 500	BX	_____	10 BX	_____
18.	Card with Envelope Set- size 6 ¼ x 4 ¾				
18a.	per 250	BX	_____		
18b.	per 500	BX	_____	10 BX	_____
19.	Monarch Letterhead with Envelope Set- size 10 ½ x 7 ¼; envelope size 4 x 7 ½				
19a.	per 250	BX	_____		
19b.	per 500	BX	_____	10 BX	_____
20.	Card (without envelope) – size 8 ¼ x 4				
20a.	per 250	BX	_____		
20b.	per 500	BX	_____	10 BX	_____
21.	Blank Second Sheet Standard Letterhead– Cougar Opaque				
21a.	per 500	RM	_____	10 RM	_____
21b.	per 1,000	RM	_____		
21c.	per 2,500	RM	_____		
21d.	per 5,000	RM	_____		
21e.	per 7,500	RM	_____		
21f.	per 10,000	RM	_____		

OFFEROR:_____

Item #	Description	U/M	Unit Price	Qty.	Total Price
22.	News Letterhead – Print 4CP / 0 with Bleeds				
22a.	per 500	RM	_____	10 RM	_____
22b.	per 1,000	RM	_____		
22c.	per 2,500	RM	_____		
22d.	per 5,000	RM	_____		
22e.	per 7,500	RM	_____		
22f.	per 10,000	RM	_____		
23.	Customizable Campus Mail #10 Envelope – Prints Black				
23a.	per 500	BX	_____	10 BX	_____
23b.	per 1,000	BX	_____		
23c.	per 2,500	BX	_____		
23d.	per 5,000	BX	_____		
23e.	per 7,500	BX	_____		
23f.	per 10,000	BX	_____		

Total Group D: \$_____

OFFEROR:_____

**APPENDIX J-2
PRICE SHEET**

Standard Campus Forms, Letterhead, Envelopes, Business Cards
University of Maryland, Baltimore County
(Offerors must submit pricing on all items, quantities listed)

III. University of Maryland, Baltimore County

A. Letterhead

Item #	Description	U/M	Unit Price	Qty.	Total Price
1.	One-color, 1 st printing (except metallic colors)				
1a.	per 500	RM	_____	10RM	_____
1b.	per 1,000		_____		
1c.	per 2,500		_____		
1d.	per 5,000		_____		
1e.	per 7,500		_____		
1f.	per 10,000		_____		
	One-color, exact reprint				
1g.	per 500	RM	_____	10RM	_____
1h.	per 1,000		_____		
1i.	per 2,500		_____		
1j.	per 5,000		_____		
1k.	per 7,500		_____		
1l.	per 10,000		_____		
2.	Black & One-color, 1 st printing				
2a.	per 500	RM	_____	10RM	_____
2b.	per 1,000		_____		
2c.	per 2,500		_____		
2d.	per 5,000		_____		
2e.	per 7,500		_____		
2f.	per 10,000		_____		
	Black & One-color, exact reprint				
2g.	per 500	RM	_____	10RM	_____
2h.	per 1,000		_____		
2i.	per 2,500		_____		
2j.	per 5,000		_____		
2k.	per 7,500		_____		
2l.	per 10,000		_____		
Total Group A:				\$	_____

B. Envelopes, (plain, window & catalog)

3.	Envelopes, #10 Plain				
	One-color only, 1 st printing (except metallic color)				
3a.	per 500	BX	_____	10 BX	_____
3b.	per 1,000		_____		
3c.	per 2,500		_____		

OFFEROR: _____

Item #	Description	U/M	Unit Price	Qty.	Total Price
	3d. per 5,000		_____		
	3e. per 7,500		_____		
	3f. per 10,000		_____		
	One-color, exact reprint				
	3g. per 500	BX	_____	10 BX	_____
	3h. per 1,000		_____		
	3i. per 2,500		_____		
	3j. per 5,000		_____		
	3k. per 7,500		_____		
	3l. per 10,000		_____		
4.	Envelopes, #10 Plain				
	Black and one color, 1 st printing				
	4a. per 500	BX	_____	10 BX	_____
	4b. per 1,000		_____		
	4c. per 2,500		_____		
	4d. per 5,000		_____		
	4e. per 7,500		_____		
	4f. per 10,000		_____		
	Black and one color, exact reprint				
	4g. per 500	BX	_____	10 BX	_____
	4h. per 1,000		_____		
	4i. per 2,500		_____		
	4j. per 5,000		_____		
	4k. per 7,500		_____		
	4l. per 10,000		_____		
5.	Envelopes, #10 Windows				
	One color only, 1 st printing (except metallic color)				
	5a. per 500	BX	_____	10 BX	_____
	5b. per 1,000		_____		
	5c. per 2,500		_____		
	5d. per 5,000		_____		
	5e. per 7,500		_____		
	5f. per 10,000		_____		
	One color only, exact reprint				
	5g. per 500	BX	_____	10 BX	_____
	5h. per 1,000		_____		
	5i. per 2,500		_____		
	5j. per 5,000		_____		
	5k. per 7,500		_____		
	5l. per 10,000		_____		

OFFEROR: _____

Item #	Description	U/M	Unit Price	Qty.	Total Price
6.	Envelopes, #10 Window				
	Black and one color only, 1 st printing				
6a.	per 500	BX	_____	10 BX	_____
6b.	per 1,000		_____		
6c.	per 2,500		_____		
6d.	per 5,000		_____		
6e.	per 7,500		_____		
6f.	per 10,000		_____		
	Black and one color, exact reprint				
6g.	per 500	BX	_____	10 BX	_____
6h.	per 1,000		_____		
6i.	per 2,500		_____		
6j.	per 5,000		_____		
6k.	per 7,500		_____		
6l.	per 10,000		_____		
7.	Envelopes, Catalog 9x12				
	One color only, 1 st printing				
7a.	per 500	BX	_____	10 BX	_____
7b.	per 1,000		_____		
7c.	per 2,500		_____		
7d.	per 5,000		_____		
7e.	per 7,500		_____		
7f.	per 10,000		_____		
	One color only, exact reprint				
7g.	per 500	BX	_____	10 BX	_____
7h.	per 1,000		_____		
7i.	per 2,500		_____		
7j.	per 5,000		_____		
7k.	per 7,500		_____		
7l.	per 10,000		_____		
8.	Envelopes, Catalog 9x12				
	Two colors, 1 st printing				
8a.	per 500	BX	_____	10 BX	_____
8b.	per 1,000		_____		
8c.	per 2,500		_____		
8d.	per 5,000		_____		
8e.	per 7,500		_____		
8f.	per 10,000		_____		
	Two colors, exact reprint				
8g.	per 500	BX	_____	10 BX	_____
8h.	per 1,000		_____		
8i.	per 2,500		_____		

OFFEROR:_____

Item #	Description	U/M	Unit Price	Qty.	Total Price
	8j. per 5,000		_____		
	8k. per 7,500		_____		
	8l. per 10,000		_____		
9.	Envelopes, Catalog 10x13 One color only, 1 st printing				
	9a. per 500	BX	_____	10 BX	_____
	9b. per 1,000		_____		
	9c. per 2,500		_____		
	9d. per 5,000		_____		
	9e. per 7,500		_____		
	9f. per 10,000		_____		
	One color only, exact reprint				
	9g. per 500	BX	_____	10 BX	_____
	9h. per 1,000		_____		
	9i. per 2,500		_____		
	9j. per 5,000		_____		
	9k. per 7,500		_____		
	9l. per 10,000		_____		
10.	Envelopes, Catalog 10x13 Two colors, 1 st printing				
	10a. per 500	BX	_____	10 BX	_____
	10b. per 1,000		_____		
	10c. per 2,500		_____		
	10d. per 5,000		_____		
	10e. per 7,500		_____		
	10f. per 10,000		_____		
	Two colors, exact reprint				
	10g. per 500	BX	_____	10 BX	_____
	10h. per 1,000		_____		
	10i. per 2,500		_____		
	10j. per 5,000		_____		
	10k. per 7,500		_____		
	10l. per 10,000		_____		
Total Group B:					\$_____

OFFEROR: _____

Item #	Description	U/M	Unit Price	Qty.	Total Price
<u>C. Business Cards</u>					
11.	Business cards, one-sided				
	One-color				
	11a. per 250	BX	_____		
	11b. per 500	BX	_____	10 BX	_____
	Two-color				
	11c. per 250	BX	_____		
	11d. per 500	BX	_____	10 BX	_____
	Three-color				
	11e. per 250	BX	_____		
	11f. per 500	BX	_____	10 BX	_____
	Four-color				
	11g. per 250	BX	_____		
	11h. per 500	BX	_____	10 BX	_____
	Four-color, digital				
	11i. per 250	BX	_____		
	11j. per 500	BX	_____	10 BX	_____
12.	Business cards, two-sided				
	One-color, both sides (1/1)				
	12a. per 250	BX	_____		
	12b. per 500	BX	_____	10 BX	_____
	Two-color, both sides (2/2)				
	12c. per 250	BX	_____		
	12d. per 500	BX	_____	10 BX	_____
	Three-color, both sides (3/3)				
	12e. per 250	BX	_____		
	12f. per 500	BX	_____	10 BX	_____
	Four-color, both sides (4/4)				
	12g. per 250	BX	_____		
	12h. per 500	BX	_____	10 BX	_____
	Two-color front, one-color back (2/1)				
	12i. per 250	BX	_____		
	12j. per 500	BX	_____	10 BX	_____
	Three-color front, one-color back (3/1)				
	12k. per 250	BX	_____		
	12l. per 500	BX	_____	10 BX	_____
	Three-color front, two-color back (3/2)				
	12m. per 250	BX	_____		
	12n. per 500	BX	_____	10 BX	_____
	Four-color front, one-color back (4/1)				
	12o. per 250	BX	_____		
	12p. per 500	BX	_____	10 BX	_____

OFFEROR: _____

Item #	Description	U/M	Unit Price	Qty.	Total Price
	Four-color front, two-color back (4/2)				
12q.	per 250	BX	_____		
12r.	per 500	BX	_____	10 BX	_____
	Four-color front, three-color back (4/3)				
12s.	per 250	BX	_____		
12t.	per 500	BX	_____	10 BX	_____
	Four-color digital, both sides (4/4)				
12u.	per 250	BX	_____		
12v.	per 500	BX	_____	10 BX	_____
	Four-color digital, one-color back (4/1)				
12w.	per 250	BX	_____		
12x.	per 500	BX	_____	10 BX	_____
	Four-color digital, two-color back (4/2)				
12y.	per 250	BX	_____		
12z.	per 500	BX	_____	10 BX	_____
	Four-color digital, three-color back (4/3)				
12aa.	per 250	BX	_____		
12bb.	per 500	BX	_____	10 BX	_____
Total Group C:					\$_____

OFFEROR:_____

APPENDIX K

Technical specifications (Forms)

Standard Campus Forms

1. Campus mail envelopes, plain and window
 - a. #10 plain
 - Printed "CAMPUS MAIL", upper right corner, black
 - Pack: 500/box
 - Form #: 12.01002
 - b. window
 - A. size: 8-7/5" x 3-7/8"
 - B. window: 3-1/4" x 1.0"
 - C. window location: 1.0" from bottom, 5/8" from right margin
 - D. printed "CAMPUS MAIL", upper right margin
 - E. pack: 500/box
 - F. form #: 12.00053
2. Requisition for supplies and Equipment form
 - a. size: 8-1/2 x 11.0
 - b. paper-stock: 4-part carbonless interleaf,
 - i. white/yellow/pink/golden rod
 - c. color: printed black ink only
 - d. pack: 100/pkg.
 - e. form #: 12.01000
3. Leave Request form
 - a. size: 8.5" x 5.5"
 - b. paper-stock: 2-part carbonless interleaf,
 - i. white / pink
 - c. color: printed black only
 - d. pack: 200/pkg.
 - e. form #: 11.01000
4. UMBC Mailing Labels
 - a. size: 3.5x5
 - b. Color: Black plus one color
 - c. pack: 250/pkg.
5. Human Resource Forms (UMBC only)
 - a. size: 11x8.5 (flat) and 3.7x8.5 (tri-folded, perforated)
 - b. paper stock: 67 lb
 - c. color: printed black only
 - d. pack: 100/pkg.
6. Data Recovery Summary Sheets
 - a. size: 8.5x11 (landscape)
 - b. paper-stock: 2-part carbonless interleaf,
 - c. color: printed black ink only
 - d. pack: 100/pkg.

- e. form: 12.00037
- 7. Field Contract Card
 - a. size: 5" x 3 ¹/₄ "
 - b. color: Printed black ink only (both sides)
 - c. pack: 500/box
- 8. UMBC Police Department Crime Watch Alert
 - a. size: 3 ¹/₄ " x 7"
 - b. color: printed red ink only
 - c. paper stock: 2-part carbonless interleaf
 - d. pack: 500/box
- 9. UMBC Police Job Observation Report
 - a. size: 8 ¹/₂ " x 11"
 - b. color: printed black ink only
 - c. paper stock: 3-part carbonless interleaf (white/yellow/pink)
 - d. pack: 100/pkg.
 - e. form: UPD Form 56 (9/95)
- 10. UMBC Police Department Property/Evidence Record
 - a. size: 8 ¹/₂ " x 11"
 - b. color: printed black ink only
 - c. paper stock: 3-part carbonless interleaf (white/yellow/pink)
 - d. pack: 100/pkg.
 - e. form: UPD Form 36 Rev 11/7/05 6000-006
- 11. UMBC Police Vehicle Impound Record Form
 - a. size: 8 ¹/₂ " x 11"
 - b. color: printed black ink only
 - c. paper stock: 3-part carbonless interleaf (white/yellow/pink)
 - d. pack: 100/pkg.
 - e. form: UPD #39, (Rev 06/15/04) 6000-005
- 12. UMBC Police Department – Request for Leave
 - a. size: 8 ¹/₂ " x 11"
 - b. color: printed black ink only
 - c. paper stock: 2-part carbonless interleaf (white/yellow)
 - d. pack: 100/pkg.
 - e. form: UPD Form 42 (Revised 12/95)
- 13. UMBC Student Conduct Notification – Code of Student Conduct
 - a. size: 4 ¹/₄ " x 10 ¹/₄ "
 - b. color: printed black ink only
 - c. paper stock: 3-part carbonless interleaf (white/yellow/pink)
 - d. pack: 500/box
- 14. School of Law (SOL) Examination Book (Blue Cover with 8 blank lined sheets)
 - a. size: 8 ¹/₄ x 11
 - b. color: printed in black ink only
 - c. pack: 100/pkg.

Technical specifications (Other)

1. Letterhead- general
 - a. 100# Text Cougar Opaque
 - b. 500 sheets per box
 - c. flat finish printing
 - d. color ink:
 - i. one-color; any single color ink, except metallic colors
 - ii. three-color; black plus any two color inks
 - iii. full color inks
 - e. size: 8.5x11 with bleed
2. Monarch size letterhead
 - a. size: 10 ½ x 7 ¼
 - b. color: 3 color, 4 color & 4 color digital
 - c. 500 sheets per box
3. Envelopes, #10 plain and window
 - a. Plain envelopes; #100 Cougar Opaque
 - b. Window envelopes;
 - i. window size: 4-1/2" x 1-1/8"
 - ii. 7/8" from left margin, ½" from bottom
 - c. 500 per box
 - d. flat finish printing
 - e. color ink:
 - i. one-color; any single color ink, except metallic colors
 - ii. three color
 - iii. full color
4. Catalog Envelopes
 - i. size: 10 x 13 and 9 x 12
 - ii. color: white
 - iii. 500 per box
 - iv. 3 color & 4 color digital
5. Stationary
 - a. Card with Printed Envelope - Set
 - i. size: 9 ½ x 6 ¼ (flat) & 4 ¾ x 6 ¼ (finished)
 - ii. color: 4 color logo and black margin
 - iii. 500 per box
 - b. Card with Envelope - Set
 - i. size: 6 ¼ x 4 ¾
 - ii. color: 4 color logo and red margin
 - iii. 500 per box
 - c. Monarch Letterhead with Printed Envelope - Set
 - i. size: 10 ½ x 7 ¼ ; envelope size 4 x 7 ½
 - ii. color: 4 color logo and red margin at bottom
 - iii. 500 per box
 - e. Card
 - i. size: 8 ¼ x 4 (flat) & 6 ¼ x 4 (folded)
 - ii. color: 4 color logo and print in black only

6. Business cards, 1-sided with standard swoosh
 - a. 100#Cover White Cougar Opaque
 - b. size: 3.5" x 2.0"
 - c. color ink:
 - i. three-color with bleed
 - ii. four-color with bleed
 - iii. four-color digital with bleed
7. Business cards, 2-sided with standard swoosh
 - a. 100#Cover White Cougar Opaque
 - b. size: 3.5" x 2.0"
 - c. colors:
 - i. three-color, both sides (3/3) with bleed
 - ii. four-color, both sides (4/4) with bleed
 - iii. three-color front, one-color back (3/1) with bleed
 - iv. four-color front, one-color back (4/1) with bleed
 - v. four-color front, three-color back (4/3) with bleed
 - vi. four-color digital, both sides (4/4) with bleed
 - vii. four-color digital front, one-color back (4/1) with bleed
 - viii. four-color digital front, three-color back (4/3) with bleed
8. Business cards, 1-sided with skinnier swoosh
 - a. 100#Cover White Cougar Opaque
 - b. size: 3.5" x 2.0"
 - c. color ink:
 - i. three-color with bleed
 - ii. four-color with bleed
 - iii. four-color digital with bleed
9. Business cards, 2-sided with skinnier swoosh
 - a. 100#Cover White Cougar Opaque
 - b. size: 3.5" x 2.0"
 - c. colors:
 - i. three-color, both sides (3/3) with bleed
 - ii. four-color, both sides (4/4) with bleed
 - iii. three-color front, one-color back (3/1) with bleed
 - iv. four-color front, one-color back (4/1) with bleed
 - v. four-color front, three-color back (4/3) with bleed
 - vi. four-color digital, both sides (4/4) with bleed
 - vii. four-color digital front, one-color back (4/1) with bleed
 - viii. four-color digital front, three-color back (4/3) with bleed
10. Blank 2nd Sheet – 100# Text White Cougar Opaque
11. News Letterhead – 100# Text White Cougar Opaque
Prints 4 CP/ 0 with Bleeds

12. Mailing Labels
 - a. size: 4.75" x 3.75"
 - b. color ink:
 - i. one-color
 - ii. three-color
 - iii. four-color
 - iv. four-color digital
13. Memo Pads
 - i. size: 5.5" x 8.5"
 - ii. color ink without bleed:
 - a. one-color
 - b. three-color
 - c. four-color
 - d. four-color digital

(SAMPLES TO BE VIEWED AT THE PRE-PROPOSAL CONFERENCE)

END OF RFP DOCUMENTS