

Salisbury University



Request for Proposal (RFP) No. SU-10040CP For Copy Center B&W Equipment Copy Center/Publications Color Equipment Satellite Multifunction Device Equipment

Issue Date:	January 12, 2010
Pre-Proposal Conference:	January 22, 2010
Deadline for Questions:	January 29, 2010
Proposal Due Date:	February 12, 2010

WARNING: Contractors 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. Contractors 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.

Contractors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Contractor's proposal unacceptable and subject to rejection. Questions and comments may be addressed to the point of contact identified in Section A-1, Item 9 of this document.

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PART I – THE SCHEDULE
SECTION A-1 – SOLICITATION / CONTRACT FORM

1. CONTRACT NUMBER	2. SOLICITATION NUMBER SU-10040CP	3. TYPE OF SOLICITATION Request for Proposal	4. DATE ISSUED 1/11/2010	5. REQUISITION NUMBER
6. ISSUED BY SALISBURY UNIVERSITY PROCUREMENT DEPARTMENT 1101 CAMDEN AVE SALISBURY, MARYLAND 21801			7. ADDRESS PROPOSAL TO Salisbury University Procurement Office, Holloway Hall Room 224 Attn.: RFP Number SU-10040-CP 1101 Camden Ave Salisbury, MD 21801.	

SOLICITATION

8. Sealed proposals in original plus number of copies specified in Section A-2, Subsection D for furnishing the supplies or services in the Schedule will be received at the location specified in Item 7 (if no location is specified in Item 7, then the location specified in Item 6) until the date and time specified in Section A-2, Subsection E.

CAUTION – LATE Submissions, Modifications, and Withdrawals; see Section A-2, Subsection F entitled "Late Proposals". All offers are subject to all terms and conditions contained in this solicitation.

9. FOR INFORMATION CALL	A. NAME Jeff Canada	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 410	NUMBER 548-2971	C. E-MAIL ADDRESS jhcanada@salisbury.edu	D. FAX NUMBER (410) 543-6164
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OFFER (Must be fully completed by Contractor)

10. In compliance with the above, the undersigned agrees, if this offer is accepted within the time period specified in Section A-2, Subsection G, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

11. ACKNOWLEDGEMENT OF AMENDMENTS

The Contractor acknowledges receipt of all amendments to the SOLICITATION.

This contract incorporates the Solicitation/Request for Proposal and any amendments thereto, as well as Contractor's proposal and amendments thereto. In the event of a discrepancy between the terms of this contract, including amendments and modifications made thereto, and Contractor's proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order:

- a) This Contract, including the Solicitation/Request for Proposal and amendments and modifications made thereto
- b) Contractor's proposal, including amendments and modifications made to the proposal.

This contract, including the documents incorporated by reference and any negotiated changes prior to contract award, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.

12. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR			13. CONTRACTOR REMIT-TO ADDRESS		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Print or Type)	
15. TELEPHONE NUMBER			16. SIGNATURE			17. OFFER DATE
AREA CODE	NUMBER	EXT.				

AWARD (To be completed by University)

18. ACCEPTED AS TO ITEMS LABELED	19. AMOUNT	20. FRS ACCOUNT NUMBER
21. ADMINISTERED BY (If other than Item 6)		
22. NAME OF PROCUREMENT OFFICER (Type or Print)	23. SALISBURY UNIVERSITY (Signature of Procurement Officer)	24. AWARD DATE

IMPORTANT – Award will be made on this Form or by other authorized official written notice.

Section A-2 -- Instructions, Conditions and Notices to Contractors

A. ISSUING OFFICE

The sole point of contact at Salisbury University (hereinafter “University”) for purposes of this Request for Proposal (RFP) is the Issuing Office. The location of the Issuing Office is contained in Part I, Section A-1, Item 6 of this document. Point of contact information is listed in Part I, Section A-1, Items 9(a) through 9(d) of this document.

B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on January 22, 2010 at 1:00 PM. The conference will be held at:

Salisbury University
Commons Building Caroline Room
Camden Ave
Salisbury, MD 21801

Contractors should estimate a duration of 2-3 hours. Contractors who are attending the pre-proposal conference are requested to bring written copies of any questions they may have to the conference. Answers will be provided in accordance with paragraph 2 of Section A-2, C below.

While attendance at the pre-proposal conference and walk-through is not mandatory, all interested Contractors are encouraged to attend to be able to better prepare acceptable proposals.

C. QUESTIONS

Each Contractor is responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Contractors and the University will be formally made at scheduled meetings or in writing through the Issuing Office. Requests for clarification or additional information must be made in writing to the Procurement Officer and received at the Issuing Office no later than January 29, 2010. Such requests should contain the following: **“QUESTIONS: RFP #SU-10040CP”**. Only written communications relative to the procurement shall be considered. Hard copy, facsimile and electronic mail are acceptable methods for submission of questions. It is incumbent upon the Contractor to verify University receipt of their questions.

All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s) via an Amendment to the Solicitation which will be posted to eMaryland Marketplace. It is incumbent upon interested proposers to obtain any amendments issued. No oral communications can be relied upon for proposal purposes.

D. SUBMISSION OF PROPOSALS

Proposals must be:

- (1) submitted in the format set forth herein,

- (2) made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address),
- (3) signed by a person duly authorized to commit Contractor to the proposal,
- (4) submitted in envelopes clearly marked with the assigned RFP number,
- (5) separated into Technical and Financial volumes, and
- (6) addressed to the Procurement Officer identified in Section A-1, Item 9 and sent to the address shown in Section A-1, Item 7.

The Contractor must submit one original (marked "original") and 4 copies of the Technical volume plus one original and 4 copies of the Financial volume sealed under separate cover. Commingling of technical and financial information or failure to submit the two volumes **separately** and sealed may result in the proposal being deemed **NON-ACCEPTABLE** and thereby rejected. The volumes, which contain original documents, should be clearly identified as the **ORIGINAL Technical or the ORIGINAL Financial Volume**.

E. CLOSING DATE

Proposals must arrive at the location identified in Section A, Item 7 of this document on or before February 12, 2010, 4 p.m. local time, in the format set forth herein.

Contractors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Issuing Office. Proposals, amendments to proposals or requests for withdrawal of proposals arriving after the closing time and date shall not be considered. There shall be no public opening of the proposals. The names of Contractors will not be released until after award.

F. LATE PROPOSALS

Any proposal, request for withdrawal, or modification of a proposal including a Best and Final Offer (BAFO) that is not received at the designated location, time and date set forth herein will be considered late and shall not be considered. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Contractor. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal, late modification of a proposal or BAFO is due to the action or inaction of the University. A record of the late proposal, request for withdrawal, modification of a proposal or BAFO shall be made in the appropriate procurement file.

G. DURATION OF PROPOSAL OFFER

Proposals shall be valid for a minimum of 120 days following the closing date of this RFP. If an award is not made during that period, the proposal shall automatically extend for another 120 days, unless the Contractor gives specific written notice to the Procurement Officer at least 15 days before the expiration of the then current 120 day period. Proposals shall automatically renew for an additional 120 days until such time as an award is made or proper written notice is given to the University of Contractor's intent to withdraw its proposal. By submission of a proposal, Contractor guarantees that its offer shall be firm for the period specified above.

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H. AMENDMENTS TO THE RFP

If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an amendment to Contractors who are on record with the Procurement Officer as having received this RFP. All amendments shall become a part of this RFP. Each Contractor must acknowledge receipt of amendments, and the failure of a Contractor to acknowledge any amendment shall not relieve the Contractor of the responsibility for complying with the terms thereof.

I. ALTERNATE PROPOSALS

Alternate proposals shall be allowed for this solicitation.

J. ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

K. UNABLE TO PROPOSE

If Contractor is unable or unwilling to submit a proposal in response to the requirements, Contractor must indicate such in writing to the Procurement Officer on or before the proposal due date. Hard copy, facsimile and electronic mail are acceptable. Please include a brief explanation of the rationale for non-submission of a proposal.

L. PUBLIC INFORMATION ACT NOTICE

Contractors shall specifically identify those portions of their proposals that they deem to contain confidential, proprietary information or trade secrets and shall provide specific justification, with respect to each separate portion identified, why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

In order for such claims of confidentiality to be considered, Contractors must clearly identify and provide individual justification for each and every section that is claimed to contain confidential, proprietary information or trade secrets. It is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective.

M. TWO VOLUME PROPOSAL

The selection procedure for this procurement requires an independent evaluation of the technical and financial proposals. This separation allows for evaluation of technical proposals on their technical merit only. Consequently, Contractor shall submit its proposal in two separately sealed volumes as indicated below. No pricing information is to be included in the technical proposal.

See Part IV, Section L for additional details pertaining to the evaluation process. What follows in #1 (Technical) and #2 (Financial) is standard RFP language that provides a general overview of what information is required. Part I, Section C and Part IV, Section L contain the evaluative criteria for both the Technical and Financial aspects of this RFP. In the event of a conflict, Part I, Section C overrides.

1. VOLUME I - TECHNICAL

This volume should be prepared in a clear and concise manner with pages numbered. The technical volume shall not contain any price information. If such is included in the technical volume, it may not be evaluated by the financial evaluation committee. See Part IV, Section L for details on what is to be included in the technical volume.

The information/items specified herein must be addressed in the technical proposal. The proposal must expressly indicate that it satisfies each point of the RFP requirements and specifications (See Part I, Section C). Simple YES or NO responses to stated requirements are insufficient. Rather, the Contractor must describe in detail how the proposed products and/or services meet or exceed the stated requirements. Additionally, the Contractor must explain any exception or deviation from the requirements.

Contractors are urged to read the specifications very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of specifications by the Contractor shall not relieve the Contractor of responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

2. VOLUME II - FINANCIAL

This volume consists of and must contain the following items. Contractors shall not include any technical information or specifications in the financial volume. If such are included in the financial volume, they may not be evaluated by the technical evaluation committee.

a. SIGNED ORIGINALS OF SECTION A-1

Contractors must complete Items 11, 12, 13, 14, 15, 16 and 17 of the Solicitation / Contract Form (Section A-1) of this document and include TWO signed originals as part of Contractor's financial proposal, in the original Financial Volume. Failure to submit these signed documents may cause the Contractor's proposal to be rejected, at the sole discretion of the University.

b. PRICING SECTION

This volume shall be in accordance with Part I, Section B – Pricing.

c. PROPOSAL AFFIDAVIT

Contractors must complete and sign the Proposal Affidavit. A copy of this Proposal Affidavit is included in Section K.

d. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Contractors must complete and sign this affidavit. A copy of this affidavit is included in Section K.

e. FEDERALLY-FUNDED AFFIDAVIT

Not applicable, as this procurement does not involve federal funds.

f. FINANCIAL VIABILITY

The University reserves the right to require, during proposal evaluation, that the Contractor provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied on in any determination regarding Contractor financial responsibility.

g. MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION FORMS

Not applicable

h. NOTICES INFORMATION

Contractors must complete Section G.5 and submit this information as part of their financial proposal.

N. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, or reject all proposals submitted in response to the RFP when such action is determined to be fiscally advantageous to the University and/or the State or otherwise in the best interest of the University and/or the State.

O. ORAL PRESENTATIONS

Contractors may be required to make individual presentations to the University Evaluation Committee, or its designated representatives, in order to clarify their proposals. If the University determines that such presentation is needed, the Issuing Office will schedule a time and place for oral presentations. Contractor is required to make the oral presentation within 5 workdays after request by the University. Each Contractor should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products

and services. Notwithstanding the possibility of a request for an oral presentation, Contractors shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation.

P. SOLICITATION, PROPOSAL ACCEPTANCE, AWARD AND DISCUSSIONS

This RFP creates no obligation on the part of the University to award a contract or to compensate Contractors for proposal preparation expenses. The University reserves the unilateral right to cancel this solicitation at any time and to accept or reject any and all proposals, in whole or in part, received in response to this RFP; the unilateral right to award a contract in whole or in part; to award a contract to one Contractor; to waive or permit cure of minor irregularities; and to conduct discussions with Contractors in any manner necessary to serve the best interest of the University.

Discussions may be conducted with those Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the proposals received without further discussions.

Q. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require Contractor to submit such additional information bearing upon Contractor's ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Contractor.

R. ELECTRONIC FUNDS TRANSFER (EFT) –(Applies to contracts expected to exceed \$200,000)

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds Registration Request Form, which may be found on the following website:

<http://compnet.comp.state.md.us/gad/vendorinfo/eft/default.asp>

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

See Payment of University Obligations clause in PART II, Contract Clauses, Section I for additional information.

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S. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

This Contract shall also include any other forms or documents deemed necessary by the Procurement Officer.

This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures, and Salisbury University Procurement Policies and Procedures. These policies and procedures may be viewed at the following web site:

www.salisbury.edu/procurement/

From the main menu, select the category "Policies and Procedures".

T. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the Procurement Officer within ten (10) days of the date on which the proposer knew, or should have known, its proposal was unsuccessful. The debriefing shall be limited to a discussion of the proposer's unsuccessful proposal. The debriefing will be oral and shall provide information on areas in which the proposal was deemed weak or insufficient. The debriefing may NOT include discussion of a competing offeror's proposal or discussion, thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given. Debriefings shall be conducted at the earliest feasible time.

Section B – Pricing

Contractors shall submit their proposal for pricing on the Financials Volume Pricing Form (Attachment A of Part III, Section J). Using the attached form will help ensure consistency in the financial evaluation. The price proposal form is to be completed in full for each proposal and shall be incorporated herein.

Price evaluation will be performed on each component of the RFP totaled across the contract period. If requested, the Pricing Form (See Attachment A) may be made available in electronic form. Contractors must submit both a printed copy and an electronic copy of their price proposal. The University requires that the electronic version of the Pricing Form be submitted in an Excel spreadsheet format. In the case of a discrepancy between the printed copy and the electronic copy, the printed copy shall have precedence.

Blanks on the price proposal form will be interpreted as zero (0) and no price will be allowed for that item.

The Statement of Work is described in Section C of this document.

Section C – Description/Specifications/Statement of Work

EVERY SUBMITTED PROPOSAL FOR ANY COMPONENT SHOULD ADDRESS THE PURPOSE/GENERAL REQUIREMENTS, MINIMUM MACHINE PERFORMANCE, SUSTAINABILITY AND CONTRACT IMPLEMENTATION. FURTHERMORE, EACH COMPONENT WILL HAVE REQUIREMENTS AND PREFERENCES.

Purpose/General Requirements:

The intent of this request is to obtain a competitive proposal from Document Imaging Equipment Manufacturers and/or their certified dealers for the leasing (**over 60 months**) of equipment that satisfies the listed requirements. **The resulting lease must be structured as an operating lease.**

This RFP will have **THREE** components consisting of 1) Copy Center Black & White equipment, 2) Copy Center/Publications Color Equipment and 3) Satellite Multifunction Device (MFD) equipment. The awarding of this contract will be by component. **Contractors may respond to any combination of components including all of the components.** In general, the University is requesting equipment with different capabilities within each component. This may not produce the best combination of function and price, so Contractors are encouraged to propose alternatives.

All equipment for each component must be new, not refurbished or newly remanufactured. Please state whether the proposed equipment is new.

In general, the submitted costs for each component should include the cost of equipment, uncrating, placement, installation, set up, maintenance, on-site training and all operating supplies (e.g., toner, developer, fuser oil, staples, etc.) excluding paper. Contractors are responsible for removing all shipping crate and packing material from the campus. Contractors are required to disclose their recycling plans for any shipping and packing material.

All electrical equipment provided must be grounded and approved, to meet standards established by nationally recognized testing laboratories.

For each component, the successful contractor will provide details of their support/maintenance organization to include locations and travel distances. Maintenance includes software and hardware updates. Please provide detail regarding your support/maintenance options (e.g., onsite response, online response, telephonic response.) with the associated costs.

Minimum Machine Performance For All Components:

For each component, every machine shall produce acceptable image quality and shall not experience downtime of more than 5% over a rolling 3-month period. “Downtime” shall be calculated as the number of hours that a machine could not produce acceptable images divided by the number of business hours within a rolling 3-month period (1040 hours). Business hours are from 6am to 10pm (16 hours per day), 5 days per week (80 business hours per week and 13 weeks in a rolling 3-month quarter = 1040 business hours). If a machine has experienced this level of downtime, the contractor, at the University’s sole discretion, shall remove the machine from the lease and replace it with a similar acceptable model. Failure of the contractor to

respond with corrective action to comply with this provision may be cause for a finding of default. Please include details that ensure that your proposed equipment meets or exceeds this minimum service level.

Sustainability Regarding All Components:

Sustainability is an important theme in the University community. The successful contractor should demonstrate a commitment to energy conservation and sustainability. For each component, please provide data regarding the sustainable aspects of your products including the recycling of toner cartridges and other consumables, equipment recycle content, electricity use (Energy Star-compliant), the defaulting of equipment to duplex printing/copying, the equipment's emission of environmental gases, any advanced scanning features to encourage electronic copy conversion, PDF features, document email capability, and any other relevant sustainability efforts.

Contract Implementation Regarding All Components:

Contractors receiving an award under this solicitation are required to attend a Contract Implementation Meeting to be held after contract award, as scheduled by the Procurement Officer. The location and agenda for this meeting will be communicated to the Contractor by the Procurement Officer.

Component (1): Copy Center B&W Equipment

Following the Pre-Proposal conference there will be a walk-through of the Copy Center to note the physical conditions such as room dimensions, proximity and current layout. Please include in your submission a proposed floor plan showing the locations of all equipment. Two plans may be submitted; one assuming award of Component 1 only and one assuming award of Components 1 and 2.

For the University's Copy Center, we need to replace two black and white printing high-volume machines (Xerox 6115 and 4110) with two black and white printing high-volume machines. The current equipment is averaging a total of about 290,000 impressions per month (53-month period) - the 6115 at 210,000 per month and the 4110 at 80,000 per month. Historic Usage Data (Attachment B) can be found in Section J of Part III. Please see below for specific functionality and support needs as well as requests for information regarding the new equipment.

Specifications:

1. Must have 2 black and white printing high-volume machines:
 - a. One machine must be able to print at speeds of at least 135 impressions per minute.
 - b. One machine must be able to print at speeds of at least 120 impressions per minute.
2. Both machines must have minimum of 600 x 600 dpi resolution print quality.
3. Prints screens up to 150+
4. At least one of the machines must be able to do:

- a. Minimum of 3 to maximum of 30 tabs with easy interface for placing type on tabs.
 - b. Easily create one document from many subsets.
5. Both machines must be capable of printing two-sided on 8 ½"x11" and 11"x17"
6. Both machines must be capable of printing on heavy paper 110# cover (card) stock. It would be preferable for them to be able to print double-sided without having to run the paper through twice. Supply a complete list of compatible paper stocks for all proposed equipment for which proposer and their service technicians guarantee product will run smoothly in the machines.
7. Machines generally must be capable of running recycled paper (30% Post-Consumer Fiber Recycled paper) and producing acceptable image quality on a minimum paper weight of 17# bond up to 110# cover (card) stock.
8. Both machines must be able to print pre-punched paper.
9. Both machines must be able to print labels.
10. Both machines must be able to have at least 5 different paper drawers.
11. Both machines must be able to load paper while running job.
12. Both machines must be able to 3-hole, spiral and GBC punch inline.
13. Both machines must be able to do inline addressing from Excel spreadsheets (letters and newsletters) – variable data.
14. Please describe any features in the equipment that protect the working environment such as Ozone arrester or other special filters.
15. Please specify the physical dimensions of all proposed equipment.
16. Monthly volume capacity of both machines combined should be at least 250,000-500,000 impressions.

Front-end Solution:

1. Please describe hardware and software of the scanning input station (front-end). One workstation must be able to run both high-volume machines (direct jobs to both, split-run jobs, etc.). It is desirable to have input workstation that is compatible with similar or different vendor's color production machine that will be located in the Copy Center.
2. Must be able to scan and edit documents (import Postscript Level 2 and TIFF). This includes "masking" or cleaning up documents electronically, reducing/enlarging items as needed, and perform minor photo or text manipulation.
3. Must have a scan rate of at least 30 one-sided images per minute at 300 dpi.
4. Must be able to view scanned images while scanning.
5. Must be able to automatically rotate the data on a physical page as needed.
6. Must allow users to view documents stored in document repository using standard browser software.

7. Must have a Web submission system to enable users to submit and reorder print jobs over SU Intranet. Must be able to accept e-mail files from campus to the Copy Center.
8. Must have adequate back-up for stored jobs/files.

Networking:

1. Both machines must be 100% compatibility with existing SU network infrastructure.
2. Both machines must be LAN support for PostScript and PCL.

Finishing Options:

1. The higher volume machine must have a push-button booklet maker and be able to build a booklet from signature size pages.
 - a. It would be preferable that the finishing conveyer holds more than 20 8.5" x11" - 12 page folded booklets while in operation. Please specify your solution.
 - b. It would be preferable that the finishing "holding drawer" holds a lot more than 30 folded pieces and will not stop the machine when the drawer is being emptied. Please specify your solution.
2. Both machines must have in-line finishing (stapling/saddle-stitch, thermal bind, etc.). Please specify your inline binding options for both machines.
3. Please quote Perfect Binding as option.

General:

1. Please describe built-in bill-back system.
2. Please describe the implementation process that you will use to install, configure, train and hand-over operation to the staff.
3. Please describe the training on the equipment that is included. Please indicate when and where the training will occur (on-site or off-site). Please specify off-site location.
4. Please include a proposed timeline from award of contract to completed training and fully operational equipment.
5. At the time of installation the vendor will install all appropriate drivers and any other appropriate software on the personal computers in the Publication and Duplications area. (Approx. 12 units consisting of Macs and PCs). Must work seamlessly with both PC and Mac operating systems.
6. Able to pool impression counts on both B&W machines over a one-year period (not quarterly or monthly). The 6115 and 4110 now each have their own impression count maximums and we would strongly desire a pooling of impressions annually.
7. Detail prices per impression. Indicate whether the base pricing includes a base number of impressions over a certain time period.
8. Preference exists to receive one invoice for each component on a monthly basis. Indicate how you would invoice and on what time basis.

Service Component:

1. Specify your guaranteed service response time. (The preference would be no more than 4 hours from the time of the call Monday-Friday, 7am-8 pm). For clarification, if a technician is paged for a service call and he is unable to take care of the call, that person is responsible to contact another technician to respond within the guaranteed service time without extending the response time another “x” hours. We prefer that the technician is actively working to resolve the issue and is able to e-mail or update us by phone as to the progress they are making.
2. Completely outline what is your guaranteed service response time for:
 - a. Monday-Friday after 8pm
 - b. Weekends
3. Included in the contract will be 24 hours/7 days a week technical support via phone.
 - a. Specify the level of support you will provide for that service.
 - b. Specify the guaranteed response time for returned phone calls.
4. Specify the number of trained technicians who live in the region that will be servicing the equipment in the Copy Center.
 - a. Specifically define “region” (within a one hour drive, etc.)

Component (2): Copy Center/Publications Color Equipment

Following the Pre-Proposal conference there will be a walk-through of the Copy Center to note the physical conditions such as room dimensions, proximity and current layout. Please include in your submission a proposed floor plan showing the locations of all equipment. Two plans may be submitted; one assuming award of Component 2 only and one assuming award of Components 1 and 2.

For the University’s centralized Copy Center and Publications Office, we need to replace three color printers/copiers (Canon imageRunner 3220) with two color printers/copiers. Color and B&W impressions have cumulatively averaged about 14,000 and 4,000 per month for 54 months. Historic Usage Data (Attachment B) can be found in Section J of Part III. The color printer/copier to be replaced in the Copy Center/Publications Office must have printing/copying capabilities separate from the two new black and white high-volume machines. Please see below for specific functionality and support needs as well as requests for information regarding the new equipment.

Specifications:

1. Please specify the physical dimensions of any proposed equipment.
2. The two new color printers/copiers speed requirements:
 - a. For Copy Center:

- i. Greater than 50 ppm color and 65 ppm black and white (8.5" x 11" sheet text weight). Please identify speed for 11" x 17" and 12" x 18". Please also identify speeds for running the heaviest weight paper allowed.
 - ii. Higher production quality than a "business" color machine is desired.
 - iii. Must have high capacity feeder (2,000 sheets minimum)
 - iv. Must have professional finisher with saddle stitching (center fold booklet maker) and Bi-fold capability. Z-fold would also be preferred.
 - b. For Publications:
 - i. At least 50 ppm color and 65 ppm black and white ((8.5" x 11" sheet text weight). Please identify speed for 11" x 17" and 12" x 18". Please also identify speeds for running the heaviest weight paper allowed.
 - ii. Business color machine that must have small footprint.
3. Color printers/copiers must have document handling and scanning capabilities.
 4. Scan speed should be a minimum of 50 ppm color and 80 ppm black and white with 600 x 600 dpi resolution.
 5. Must be a minimal copy and print resolution of 2400 x 2400 dpi.
 6. Must be capable of handling at least 5,000 to 10,000 copies per month.
 7. Must scan once and print many with consistent print quality.
 8. It is preferred that both machines would have Pantone Matching System (PMS) matching capability. Please describe your solution (s). Given cost considerations, the Copy Center machines could have greater capabilities for exact matches. We understand that given the small footprint of the Publications machine, you might not be able to offer the same high-quality reproduction.
 9. It is preferred that both machines have very accurate registration when printing double-sided. Please state your tolerances.
 10. Must be capable of printing stock in sizes ranging from Number 10 envelope up to 12"x18" in weights of 17# bond up to 110# index (as well as standard industry coated stocks in comparable weights). Preference would be given to printing 140 # index. Supply a complete list of compatible paper stocks for all proposed equipment. This is a list of stocks for which Contractor and their service technicians guarantee will run smoothly in the machines. Please indicate requirements for tray or bypass feeding.
 11. Machines generally must be capable of running recycled paper (30% Post-Consumer Fiber Recycled paper) and producing acceptable image quality.
 12. Must be capable of printing double-sided without having to place first image in a bypass tray.
 13. Must be capable of printing 11"x17" and 8.5" x 11" signatures automatically.
 14. Must have electronic collation with slip-sheet capability.
 15. Must be capable of printing onto transparencies.
 16. The Copy Center machine must have a high capacity feeder with multiple paper trays.

Front-end Solution:

1. Must have edit capability.
2. Must have job preview capability.
3. Both machines must have their own Fiery Color Server.
4. Must be able to do color correction and minor file adjustments.
5. The Copy Center color printer/copier must have a workstation (input station). It would be preferable that it can be worked off of the same front end as the black and white production machines.
6. The Copy Center color printer/copier workstation must be able to print PostScript level 3.
7. The Copy Center color printer/copier workstation must be able to drive the color machine at rated speed.
8. The Copy Center color printer/copier workstation output quality must be equal to input quality as viewed on PC monitor.
9. The Copy Center color printer/copier workstation must have independent controls for RGB and CMYK printing.
10. The Copy Center color printer/copier workstation must be able to provide document set printing speed at the same rates speed as the color machine.

Networking:

1. Must be digital and capable of residing on campus-wide network system.
2. Must have local job storage for quick reprint.

Finishing Options:

1. Desirable finishing options on the Copy Center color machine include: Z-fold, gatefold, (note how many pieces will fit in the drawer after being folded), saddle stitch, and stapling. Please identify which of the desirable options that the proposed copier includes.

General:

1. Able to pool impression counts on all color machines over a one-year period (not quarterly or monthly). The color machines now each have their own impression count maximums.
2. Please describe built-in bill-back system.
3. Please describe the training on the equipment that is included. Please indicate when and where the training will occur (on-site or off-site). Please specify off-site location.
4. Please describe the implementation process that you will use to install, configure, train and hand-over operation to the staff. Please include a proposed timeline
5. Please describe any features in the equipment that protect the working environment such as Ozone arrester or other special filters.

6. At the time of installation the vendor will install all appropriate drivers and any other appropriate software on the personal computers in the Publication and Duplications area. (Approx. 12 units consisting of Macs & PCs)
7. Please include a proposed timeline from contract award to completed training and or fully operational start.
8. Preference exists to receive one invoice for each component on a monthly basis. Indicate how you would invoice and on what time basis.

Service Component:

1. Specify your guaranteed service response time. (The preference would be no more than 4 hours from the time of the call Monday-Friday, 7am-8 pm). For clarification, if a technician is paged for a service call and he is unable to take care of the call, that person is responsible to contact another technician to respond within the guaranteed service time without extending the response time another “x” hours. We prefer that the technician is actively working to resolve the issue and is able to e-mail or update us by phone as to the progress they are making.
2. Completely outline what is your guaranteed service response time for:
 - a. Monday-Friday after 8pm
 - b. Weekends
 - c. Specify the level of support you will provide for that service.
 - d. Specify the guaranteed response time for returned phone calls.
3. Specify the number of trained technicians who live in the region that will be servicing the color equipment.
 - a. Specifically define “region” (within a one hour drive, etc.)

Component (3) Satellite Multifunction Device Equipment

Background

Salisbury University currently has 67 walkup machines across the main and east campus. Through 54 months of the current lease, about 33,900,000 impressions have been made or about 660,000 per month. Historic Usage Data (Attachment B) can be found in Section J of Part III.

The University is only interested in black & white digital machines for the satellite locations. All equipment must be new, not refurbished or newly remanufactured.

We are interested in receiving pricing for 2 classes of machines:

Class (1): 20-30 copies per minute (approximately 40 machines)

Class (2): 30-40 copies per minute (approximately 30 machines)

The above approximated configuration of machines is a current estimate. The University reserves the right to change the number of machines within each class up to the point when the University submits its order with the winning contractor.

The University requires that impression counts be pooled across all machines in this component. The University prefers that this pooling be performed over an annual period due to the cyclical nature of the academic year. Please indicate your pooled billing options.

The University does not want to receive an invoice for each machine; one invoice for all of the satellite machines is preferred. Please indicate how you would invoice the University for satellite machines and on what time basis (e.g., monthly).

The University requests that on-site training be provided for at least a 1-2 day period during the installation period. Please provide details regarding your training options.

The successful contractor will provide details of their support/maintenance organization to include locations and travel distances. The RFP response should detail support/maintenance options (e.g., four hour on-site response, one business day response, etc.) with the associated costs.

The University will not pay any taxes (personal property or otherwise) for the leased equipment, so your pricing should consider that. All prices shall remain firm for the initial 60-month lease period.

The University will likely need to add machines during the term of the 60-month lease and may prefer to add them under this lease. However, the University prefers to terminate the leasing of any added machines at the same time as this lease. We would like to receive pricing from contractors for the machines that are added “x” months into the 60-month lease term. (The University recognizes this may be difficult to price as equipment and economics change.) Please provide any pricing options and related timeframes.

Proposer shall be required to deliver, install all equipment and remove all packaging material. Please describe recycling of packing material. The University may also need to move machines as offices relocate or as needs arise. Please provide any pricing regarding machine moves.

MFD Required and Optional Functionality

For each Class, please list the model number for the MFD and for any of the required or optional accessories listed below.

MFD Required Functionality:

- Duplex copying/printing (trayless & limitless)
- Collation
- Must operate in Ethernet local area network (LAN) technology
- Compatible with Windows (Active Directory) and Macintosh systems
- Paper weight (Min) 17 lbs – (Max) 28 lbs (indicate range)
- Capable of using 30% Post-Consumer Fiber Recycled paper

- Faxing
- Scanning
- 4 trays of 500 sheets or 3 trays (includes 1 Large Capacity (1000 sheets) tray); trays (except possibly for the large capacity tray) should be adjustable to handle letter, legal and tabloid paper sizes
- Bypass paper tray – minimum 50 sheet capacity (indicate capacity)
- Onboard storage capacity (indicate capacity)
- Dual-sided scanning document feeder (indicate capacity)
- Photo mode
- Reduction/Enlargement range 25% - 400% (indicate range)
- Keypad/control pad with touch screen and with message display (indicate monochrome or color display)
- Job interrupt feature
- Self diagnostic system which indicates at a minimum the following conditions: needs toner, needs paper, paper misfeed or jam
- Cantilevered lid to facilitate book copying

The costs for the above requirements must be included in the proposed Monthly Machine Cost (MMC). The MMC includes the cost of equipment with the above functionality requirements, equipment installation, equipment maintenance, initial on-site training and all operating supplies (e.g., toner, developer, fuser oil, staples, replacement parts, etc.) **except paper**.

The University is also interested in the following options:

- Envelope options (bypass vs. tray; indicate capacity of both)
- High Capacity (> 1000 sheets) paper deck (indicate capacity; in-line vs. attached)
- MFD cabinet/pedestal
- Finishers with stapling options
- Margin shift
- Keypad/control pad that tilts

For each option, please indicate any additional monthly costs per machine.

Billing System

In our current Satellite MFD configuration, the internal billing is handled as follows. Walkup copy users are required to enter a code which identifies their associated cost center. On a monthly basis, total impression counts and counts for each copy code are gathered individually through the web interface of each MFD. The total impression counts and copy code counts are input into an Excel spreadsheet. Copy counts by cost center are uploaded into the University's financial accounting system (PeopleSoft) and costs are charged to the appropriate cost center. Desktop computer prints to these MFDs are tracked through a print queue logging software package called Pcounter. All the log files for the billing period are gathered in a large spreadsheet. Each print record contains the Active Directory username as well other information about the print job. The username is tied back to a department and then back to a cost center. The number of prints for each cost center is added to the copy counts mentioned above. In a perfect world, the copies plus prints would equal total impressions by machine. However, it does

not and a proration is calculated for each machine based on each cost centers print percentage by machine. The related satellite print costs are ultimately posted into the accounting system.

Salisbury University is seeking a solution which will replace the above manual billing system. In addition, we desire the system to be extendable to capture printing data for existing departmental printers in a passive non-billing mode. Specifically, on the departmental printers, we do not want any pop-ups or the need to enter any billing codes by the end user. Non bill-back can be achieved by assigning a zero cost per impression for these printers. The goal is to gather usage statistics to evaluate future replacement, if necessary, with more economical printing solutions.

Please indicate whether the billing system can capture total impression counts, copy counts, print counts, etc, through a centralized manner rather than in our current environment where counts are accessed machine by machine. Please indicate the formats (e.g., CSV, PDF, etc.)in which reports can be generated.

Please describe in detail the billing system you are proposing and how it will provide the functionality described above. Please include the software (e.g., SQL) on which your system is based. Please be sure to include all costs (including maintenance) associated with this system in the Financials Proposal of your RFP response. If the cost of the above is included in the Monthly Machine Cost (as described above), please indicate such.

Central Configuration of MFDs

Salisbury University desires a configuration solution which will facilitate account codes being managed in one place. The system would automatically update the fleet of machines with any code additions or deletions. We desire the ability to centrally manage all features of the MFD fleet as well.

Please describe in detail how your proposed solution will provide this requirement. Please be sure to include all costs (including maintenance) associated with this system in the Financials Proposal of your RFP response. If the cost of the above is included in the Monthly Machine Cost (as described above), please indicate such.

Scanning Solutions for MFDs

Salisbury University currently has MFDs configured to scan with your choice of PDF or TIFF image. The resulting file is currently deposited on a file share (J: drive) based on machine location. (The University would prefer that the scanned file be deposited onto a personal drive.) The resulting file has a date code name with the appropriate extension of “.PDF” or “.TIF”. We desire the same functionality and the added ability for the PDF to be text searchable. In addition, we seek the ability to easily scan and OCR to Word and Excel format with the resulting file deposited in the associated departmental file share location.

Please describe in detail how your proposed solution will meet this requirement. Please be sure to include all costs (including maintenance) associated with this system in the Financials

Proposal of your RFP response. If the cost of the above is included in the Monthly Machine Cost (as described above), please indicate such.

Walkup Identification Options

Salisbury University currently has walkup users “login” using a numeric copy code, which typically corresponds to the cost center. This code is used to attribute copy impressions to a specific department for bill-back purposes. We want to continue to have the login functionality, but we are also interested in a proximity card “badge in” option for the MFDs. This option must utilize our existing Gull Card proximity cards, which are HID 26-bit cards. We are currently using NuVision software, which is SQL-based, for our Gull Card system. An interface between NuVision and your billing system is likely necessary to automatically maintain current listings of authorized employees.

The University is also interested in options related to releasing print jobs using proximity cards.

Please describe in detail how your proposed solution will meet these requirements. Please be sure to include all costs (including maintenance) associated with this system in the Financials Proposal of your RFP response. If the cost of the above is included in the Monthly Machine Cost (as described above), please indicate such.

Section D – Packaging and Marking

This section is left blank intentionally.

Section E - Inspection and Acceptance

Contractor must demonstrate that all equipment is fully operational (by component) before the University's Program Manager will accept.

Section F - Deliveries or Performance

The following delivery or performance requirements are incorporated herein:

1. Prices quoted shall include all transportation and delivery charges fully prepaid by the Contractor, Free On Board (FOB) Destination to Salisbury University. Equipment for Components 1 and 2 will be delivered to the appropriate locations in Holloway Hall. Equipment for Component 3 will be delivered to various locations on the main and east campus.
2. Installation is required as part of this contract, the Contractor shall be responsible for removal of all packing materials.
3. All deliveries and installations must be coordinated with the removal of the existing equipment.
4. Training is required as part of this contract.

Section G - Contract Administration Data

1. Roles of Salisbury University Program Manager and Procurement Officer

The Procurement Officer is Salisbury University's authorized representative for all pre-contract matters related to this contract. Additionally, throughout the duration of the contract, the Procurement Officer shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing or any other sections.

The Salisbury University Program Manager (Susan Eagle at Salisbury University) and designated staff shall be the principal interface on behalf of Salisbury University for post-award technical matters, and shall have the authority to explain and provide further details regarding Salisbury University's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Program Manager and designated staff shall have no authority to modify any provisions of this contract.

2. Invoicing

The Contractor shall provide invoices that reflect the price structure spelled out in Section B and the Financials Proposal.

As noted previously, the University prefers that one invoice be received for each component of this RFP.

Throughout the duration of any resultant contract, the Contractor shall provide a paper copy of each invoice. The paper invoice must contain the following minimum information:

- a. Invoice Number
- b. Invoice Date
- c. The full company or corporate name and address; payment address if it differs from corporate address.
- d. The full nine (9) digit Federal Tax Identification number (for U.S. Contractors only) or Social Security Number.
- e. Purchase order number and/or contract number.

Direct invoices to the following address:

Salisbury University
Attn.: Accounts Payable Department
P.O Box 2195
Salisbury, MD 21802-2195

Any invoice that is unclear, illegible or does not conform to these specific requirements shall be returned to the Contractor for re-issuance.

3. Schedule of Payments

Invoice payments will begin once the equipment is installed and in working order for each component as determined by the Program Manager.

4. Assignment

No part of the work specified herein may be assigned or transferred to another Contractor without the prior written authorization of the Procurement Officer.

5. Notices

Notices under this contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

For Salisbury University:

Joyce Falkinburg
Procurement Office
Salisbury University
Holloway Hall Room 224
Salisbury, MD 21801
Telephone: 410-543-6056
Facsimile: 410-677-5029
Email: jlfalkinburg@salisbury.edu

For Contractor: (please complete the following)

Telephone: _____
Facsimile: _____
Email: _____

Section H - Special Contract Requirements

1. Term of Contract

The contract term shall commence on the date the contract is signed on behalf of the University or such later date as the University directs. The contract term shall terminate 5 (five) years after the beginning date unless extended or sooner terminated in accordance with the contract. Once terminated, the existing contractor should remove all equipment from SU premises within 5 business days of the termination date. This deadline can be extended at the sole discretion of the University.

At the sole option of the University, the contract may be renewed for up to 1 (one) additional separately exercisable one-year term under the same terms and conditions, with prices as quoted in Section B and accepted by Salisbury University.

2. Insurance Requirements

The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the errors, omissions and performance or non-performance by the Contractor, employees or agents, of the work covered by this contract. The University 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 agreement.

The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, including any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract. The amounts of insurance coverage specified below shall be the minimum amount of available insurance to satisfy claims; a policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

- 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. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland. Contractors that do not maintain an office in Maryland are to provide Workmen's Compensation Insurance and Unemployment Insurance to the levels required by the laws of the State where they conduct their business.
- c. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and

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

- d. Products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.

All policies for liability protection, bodily injury or property damage must specifically and expressly name the University System of Maryland as an insured with respect to operations under the contract and premises occupied by the Contractor. With respect to the Contractor's liability for bodily injury or property damage under the items above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

Each insurance policy shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the Procurement Officer in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice must always be furnished. The requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

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

3. Parking

If at any time Contractor shall be on the premises of Salisbury University, then Contractor is responsible for acquiring a valid Salisbury University visitor parking permit and obeying all parking regulations. Contractor is responsible for ensuring this clause is included in Contractor's agreements with subcontractors.

4. Minority and Disadvantaged Business Enterprise (MBE) Notice

MBE firms are encouraged to respond to this solicitation.

5. Order of Precedence (within this contract)

In the event of a discrepancy within Sections A through L of this contract, such discrepancy shall be resolved by giving precedence in the following order:

- a) Section H – Special Contract Requirements
 - b) Section C – Description/Specifications/Statement of Work
 - c) Remaining Sections of Part I (Sections A, B, D, E, F and G)
 - d) Part II – Contract Clauses (Section I)
 - e) Part III – List of Documents, Exhibits and Other Attachments (Section J)
 - f) Part IV – Representations and Instructions (Section K and Section L)
6. Bid Security or Performance Bond Requirements
- Not applicable

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

1. Scope of Work

The Scope of Work is defined in Section C of this document.

2. Compensation and Method of Payment

Total compensation is shown in Section A, Item 20 of this document. Method of payment is defined in Section G, Subsections 2 and 3 of this document.

3. Contract Term

The contract term is defined in Section H, Subsection 1 of this document.

4. University Work Rules

Employees and agents of Contractor shall, while on the premises of the University, comply with all University rules and regulations. Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay, or interfere with University work schedule without the prior approval of the University's specified representative.

5. Harmony

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

6. Clean Up

Contractor agrees to clean up on a daily basis and shall at all times keep the building and premises clean of dirt, trash and debris arising out of the operation of the contract. If Contractor fails to clean up and remove such dirt, trash and debris from the job site, the University may arrange for same at Contractor's expense. Upon the completion of the work, Contractor agrees to remove promptly all implements, surplus materials and debris if applicable when it is working on the University premises.

7. Independent Contractor

It is understood and agreed that the Contractor is an independent contractor of the University and not an employee. The University shall not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereafter. If the Contractor employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the University, but rather they shall be employees or contractors of the Contractor, and the Contractor bears full responsibility for compensating those persons.

8. Truth-In-Negotiation Certification

The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:

a. The wage rates and other factual unit costs 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 wage rates or other units of costs, 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 exclude 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.

9. Multi-Year Contracts Contingent Upon Appropriations

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

10. Variations in Estimated Quantities

The pricing shall remain firm and fixed at the dollar amounts or discount levels indicated in Section B for the duration of the contract. Quantity estimates are provided for informational purposes only and the University shall not be held to them. Any variation between actual quantities purchased hereunder and estimated quantities provided shall not entitle the Contractor to any type of equitable adjustment.

11. Liquidated Damages

Not applicable

12. Specifications

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations, and to the specifications contained herein.

13. Cost and Price Certification

By submitting cost or price information the Contractor 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:

- a. A negotiated contract, if the total contract price is expected to exceed \$100,000 or a smaller amount set by the Procurement Officer; or
- b. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

The price under this contract and any change order or modification hereunder, including profit or 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.

14. Delays and Extensions of Time

(1) 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.

(2) 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 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.

15. 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 or she may determine to be appropriate for the convenience of the University.

16. Payment of University Obligations

Payments to the Contractor pursuant to this contract shall be made no later than thirty (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, are prohibited. Electronic funds transfer (EFT) will be used by the State to pay Contractor(s) for Contracts with a value over \$200,000 and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption.

17. Delivery and Acceptance

Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The 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 or service that is defective or fails to meet the terms of the solicitation specifications will be rejected. Rejected materials or services shall be promptly replaced or re-performed, at the direction of the University. The University reserves the right to purchase replacement materials or services in the open market. Contractors failing to promptly replace materials or re-perform services lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

18. Non-Hiring of Officials and Employees

No official or employee of the State 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 and

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.

19. Nondiscrimination 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, sexual orientation (added effective October 1, 2001) or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw material; and (c) to post in conspicuous places accessible to employees and applicants for employment, notices setting forth the substance of this section.

20. 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 of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

NOTE: The financial disclosure form is available under "Public Disclosures" on the following web site:

www.sos.state.md.us

21. Political Contribution Disclosure

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State, a county, a municipal corporation or other political subdivision of the State, 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 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) prior to purchase, completion or execution of any sale or any lease or contract by the University, and shall cover the preceding two calendar years; and
- (2) if the contribution is made after the completion of a sale or purchase, or execution of a lease or contract, then, twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6 month period ending July 31.

NOTE: The political contribution disclosure form is available as "Title 14" under "Campaign Finance and Campaign Fund Reporting" under the "Forms" heading of the following web site:

www.elections.state.md.us

22. Disputes

- (1) This contract is subject to the University System of Maryland (USM) Procurement Policies and Procedures, and Salisbury University Procurement Policies and Procedures.

(2) Except as otherwise provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this section.

(3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this section. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this section.

(4) Within thirty days of when the basis of the claim is known or should have been known, whichever is earlier, the claim shall be made in writing and submitted to the Procurement Officer for decision in consultation with the Office of the Attorney General, as appropriate.

(5) When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Procurement Officer. The written request shall set forth all the facts surrounding the controversy.

(6) The Contractor, at the discretion of the Procurement Officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

(7) The Procurement Officer shall render a written decision on all claims within 180 days of receipt of the Contractor's written claim, unless the Procurement Officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the Procurement Officer shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Procurement Officer's decision shall be deemed the final action of the University.

(8) The Procurement Officer's decision shall be final and conclusive unless the Contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

(9) Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

23. Termination for Convenience

(1) The performance of work under this contract may be terminated by the University in whole or in part, in accordance with this section, whenever the University shall determine that such termination is in the best interest of the University or the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

(2) After receipt of a Notice of Termination, and except as otherwise directed by the Procurement Officer, the Contractor shall:

- (a) stop work as specified in the Notice of Termination;
- (b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;
- (c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (d) assign to the University, in the manner, at times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Contractor under the orders and

subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Procurement Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this section; (f) transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer,

(i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and

(ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University;

(g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Procurement Officer, any property of the types referred to in (f) above; provided, however, that the Contractor

(i) may not be required to extend credit to any purchaser, and

(ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Procurement Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Procurement Officer may direct;

(h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(i) take any action that may be necessary, or as the Procurement Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the University has or may acquire an interest. The Contractor shall submit to the Procurement Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Procurement Officer, and may request the University to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the University shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

(3) After receipt of a Notice of Termination, the Contractor shall submit to the Procurement Officer his termination claim, in the form and with certification prescribed by the Procurement Officer. This claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the Procurement Officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the Procurement Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to

submit his termination claim within the time allowed, the Procurement Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(4) Subject to the provisions of paragraph (3), the Contractor and the Procurement Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this section, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Procurement Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

(5) In the event of the failure of the Contractor and the Procurement Officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, the Procurement Officer shall pay to the Contractor the amounts determined by the Procurement Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the University (or sold or acquired as provided in paragraph (2) (g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of-

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2) (e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or Contractors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (g) above); and

(iii) a sum, as profit on (i) above, determined by the Procurement Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5) (a) and (b) (i) above, the fair value, as determined by the Procurement Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the University or to a buyer pursuant to paragraph (2) (g).

(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with USM Procurement Policies and Procedures in effect on the date of this contract.

(7) The Contractor shall have the right of appeal, under the section of this contract entitled "Disputes," from any determination made by the Procurement Officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the Procurement Officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the University shall pay to the Contractor the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Procurement Officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

(8) In arriving at the amount due the Contractor under this section there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the University may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this section, and not otherwise recovered by or credited to the University.

(9) If the termination hereunder be partial, the Contractor may file with the Procurement Officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this section shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the Procurement Officer.

(10) The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this section, such excess shall be payable by the Contractor to the University upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the Procurement Officer by reason of the circumstances.

(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this contract, preserve and make available to the University at all reasonable times at the office of the Contractor but without direct charge to the University, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Procurement Officer, reproductions thereof.

24. Termination for Default

(1) The University may, subject to the provisions of paragraph (3) below, by written notice of default to the Contractor, terminate the contract in whole or in part in any one of the following circumstances: (a) If the Contractor fails to perform within the time specified herein or any extension thereof, or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Procurement Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

(2) In the event the University terminates this contract in whole or in part as provided in paragraph (1) of this section, the University may procure substitute performance upon terms and in whatever manner the Procurement Officer may deem appropriate, and the Contractor shall be liable to the University for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this section.

(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

(4) If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the provisions of this section, the rights and obligations of the parties shall, if the contract contains a section providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such section. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, and if this contract does not contain a section providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a claim as defined in the section of this contract entitled "Disputes".

- (5) If this contract is terminated as provided in paragraph (1) of this section, the University, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Procurement Officer; failure to agree to such amount shall be a claim as defined in the section of this contract entitled "Disputes". The University may withhold from amounts otherwise due the Contractor hereunder such sum as the Procurement Officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.
- (6) The rights and remedies of the University provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (7) As used in paragraph (3) of this section, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

25. Arrearages

By submitting a response to this solicitation, the proposer represents 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.

The proposer is also informed that the Comptroller (per State Finance and Procurement Article §7-222) may not, except under the conditions specified therein, issue a warrant for payment to a person if the person owes \$50 or more to the State, a unit of the State government, or any governmental entity under the control of the State. Therefore, applications for payment submitted by a contractor and approved by the University for payment may not be processed by the Comptroller for payment to the contractor if an arrearage in excess of \$50 exists.

26. 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 actions as, from time to time hereafter, may be necessary to remain so qualified; **B.** It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract; and **C.** 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.

27. 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 limitation, whichever is longer, and shall make them available for inspection and audit by authorized

representatives of the University, including the Procurement Officer or his designee, at all reasonable times.

28. Tax Exemption

The State 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.

29. Registration

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, 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 register with the Department of Assessments and Taxation.

NOTE: The registration form is available as "Combined Registration Application" under the "Businesses" heading of the following web site:

www.marylandtaxes.com

Questions about this requirement may be sent to the Department of Assessment and Taxation at Charterhelp@dat.state.md.us and a response should be forthcoming within 24 hours.

30. EPA Compliance

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

31. Occupational Safety and Health Act

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.

32. Maryland Law Prevails

The provisions of this contract shall be governed by the laws of Maryland

33. Software Licensing

Licensor represents and warrants that the software, as delivered to the University, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of Licensor.

34. MUCITA

The Maryland Uniform Computer Information Transactions Act (MUCITA), Maryland Code Annotated [Commercial Law] 21-101 through 21-816, does not govern this Agreement, except to the extent that section 21-104(2) of the Act applies. The parties further agree that this Agreement shall be governed by the common law of Maryland relating to written agreements and Maryland statutes other than MUCITA which may apply.

35. Applicability of Federal Laws

If Federal contract and/or grant funds are utilized in any manner in the performance of this contract, then the University reserves the right to bind Contractor to all applicable clauses of the Federal Acquisition Regulation (FAR) and other FAR supplements, as well as all applicable provisions of the Office of Management and Budget (OMB) Circular A-110. Contractor agrees to promptly complete and return to the University any related forms and/or affidavits as may be required.

36. Protests and Claims

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section X - Protests and Claims. Detail is available by accessing the following web site:

www.purchase.umd.edu

Click on this web site, then select the category "Policies and Procedures", followed by "USM Procurement Policies and Procedures".

37. Intellectual Property

Work for Hire. Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection that are developed in connection with the performance of this contract (Works) shall constitute a work for hire as that term is defined in the Copyright Act of 1976, as amended. As a result, all right, title and interest in and to all such Works shall belong exclusively to the University, including without limitation all copyrights and other intellectual property rights therein. If for any reason a Work is not deemed to be a work for hire, Contractor hereby grants, transfers, sells and assigns, free of charge, exclusively to the University, all title, rights and interest in and to said Work, including all copyrights and other intellectual property rights. The Contractor further agrees to execute and deliver to the University a confirmatory grant and assignment of all rights in and to Works and to execute any other proper document the University deems necessary to ensure the complete and effective transfer of all rights in Works to the University.

University Ownership of Deliverables and Related Materials. In accordance with the preceding paragraph, Works developed for the University in connection with this contract are the exclusive property of the University. Contractor agrees to deliver all Works to the University upon completion of the order. Works include but are not limited to editorial drafts, original copy, photographs, proofs, corrected proofs, camera-ready boards and similar editorial materials and all negatives, flats, engravings, photostats, drawings and other production materials. For IT procurements, use the following sentence instead: Works include but are not limited to executable code, source code, fixes, patches, updates, upgrades, documentation embedded or otherwise, original copy, and other production materials. Contractor shall be responsible for delivering all Works to the University no later than fifteen (15) working days from the date of final contract deliverables. In the event the Contractor fails to return all such materials by this deadline and the University desires to use Works again, Contractor shall provide the University with equivalent materials, at its own expense, or reimburse the University, in full, for the cost of developing equivalent materials.

Intellectual Property Warranty and Indemnification. The Contractor represents and warrants that any materials or deliverables, including all Works, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, University shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the University under law or equity. Contractor further agrees to indemnify and hold harmless the University, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this contract, University shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

38. E-Maryland Marketplace

Contractors are encouraged to register on E-Maryland Marketplace, the State of Maryland's web enabled public procurement system. Successful vendor must be registered to enable the University to post award information. Please go to the following web site for additional information:

www.emarylandmarketplace.com

39. Eligibility to Purchase

By submitting a proposal, Contractor agrees to extend the proposed price structure and discounts to all University System of Maryland campuses and facilities within the state of Maryland.

40. Proposal Affidavit

The enclosed Proposal Affidavit shall be completed and submitted to the Procurement Officer as part of Contractor's proposal.

41. Changes

The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the University in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

The section entitled "Delays and Extensions of Time" prohibits the Contractor from making charges or claims for damages for any delays or hindrances from any cause whatsoever during

the progress of any portion of the work specified in this Contract. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the contract price and shall modify the contract.

The Contractor must assert its right to an adjustment under this section within 30 days from the date of receipt of the written order. Any request for an adjustment must be submitted in writing to the Procurement Officer.

Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Section J - List of Attachments

The below requirements are incorporated herein.

Attachment A	Financials Volume Pricing Form
Attachment B	Historical Usage Data

Attachment A can be provided as an Excel document upon your request.

ATTACHMENT A: FINANCIALS VOLUME PRICING FORM**Component 1 – Copy Center B&W Equipment****Financial Pricing**

When completing this, please feel free to add columns if you are proposing more than 1 model in each PPM range. Also please add rows if warranted (e.g., proposing multiple inline binding options, etc.).

The University's goal is to get the best functional and most cost-beneficial equipment for our needs.

	135 PPM Range	120 PPM Range	
Number of Machines	1	1	
Estimated Avg Impressions per Machine/Month	175,000	125,000	FY06-FY10 (Thru Nov 2009)
Machine Model(s) Proposed per Class			
Monthly Machine Cost (see below)			Input monthly amount
Are Impressions Included in Base			Input Yes or No
If yes, then how many impressions			Input # of impressions
Per Impression Cost Above Base			Input dollar amount
Front-End Solution Cost			Input dollar amount
Booklet Maker Cost (Must on 135 PPM Machine)			Specify the option and cost
Inline Finishing Options			Specify the option and cost
Inline Binding Options			Specify the option and cost
Perfect Binding Option			Input dollar amount

The Monthly Machine Cost should include the cost to provide the required functionality (as noted by the word "must") in Part I, Section C for Component 1.

Component 2 – Copy Center/Publications Color Equipment

Financial Pricing

When completing this, please feel free to add columns if you are proposing more than 1 model in each PPM range. Also please add rows if warranted (e.g., proposing multiple inline binding options, etc.). The University's goal is to get the best functional and most cost-beneficial equipment for our needs.

	Production Color	Business Color	
Number of Machines	1	1	
Estimated Avg Color Impressions per Machine/Month	10,000	5,000	FY06-FY10 (Thru Nov 2009)
Estimated Avg B&W Impressions per Machine/Month	2,500	1,500	FY06-FY10 (Thru Nov 2009)

Machine Model(s) Proposed per Class

Monthly Machine Cost (see below)	Input monthly amount
Are Impressions Included in Base	Input Yes or No
If yes, then how many impressions	Input # of impressions
Per Impression Cost Above Base	Input dollar amount
Front-End Solution Cost	Input dollar amount
Inline Finishing Options	Specify the option and cost

The Monthly Machine Cost should include the cost to provide the required functionality (as noted by the word "must") in Part I, Section C for Component 2.

Component 3 – Satellite Equipment

Financial Pricing

When completing this, please feel free to add columns if you are proposing more than 1 model in each PPM range. Also please add rows if warranted (e.g., proposing multiple inline binding options, etc.).

The University's goal is to get the best functional and most cost-beneficial equipment for our needs.

	Class 1 (20-30 PPM)	Class 2 (30-40 PPM)
Estimated Number of Machines	40	30
Estimated Avg Impressions per Machine/Month	5,000	17,500

Machine Model(s) Proposed per Class

Monthly Machine Cost (MMC)

Input monthly amount

Are Impressions Included in Base

Input Yes or No

If yes, then how many impressions

Input # of impressions

Per Impression Cost Above Base

Input dollar amount

Paper Trays:

Number of Trays

Input number of trays

Can 1 Tray Hold 1000 sheets?

Input Yes or No

High Capacity Paper Deck Attachment?

Input Yes or No

Envelope Tray (Yes/No); If Yes, how many sheets?

Input Yes/No; if yes, then #

Options Cost:

High Capacity Paper Deck

Input dollar amount

Envelope Tray

Input dollar amount

Cabinet/Pedestal

Input dollar amount

Tilting Keypad/Control Pad

Input dollar amount

Platen Edge

Input dollar amount

Finisher Options:

List Finisher Options and Related Cost

Input dollar amount

Billing System Options

Options and Cost

Input dollar amount

Scanning Options

Text Searchable

Input dollar amount

OCR to Word and Excel Formats

Input dollar amount

Walk-up Identification Options

Proximity Cards

Input dollar amount

The Monthly Machine Cost should include the cost to provide the required functionality (as noted by the word "must") in Part I, Section C for Component 2.

ATTACHMENT B: HISTORICAL USAGE DATA

Satellites (67)	33,933,299	659,537
Color (2)		
Color	760,358	14,081
B&W	239,756	4,440
	1,000,114	18,521
Production (2)		
6115	11,089,400	209,234
4110	4,146,221	78,231
	15,235,621	287,465

PART IV - REPRESENTATIONS AND INSTRUCTIONS

Section K - Representations, Certifications, and Other Statements of Contractors

SALISBURY UNIVERSITY PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

(c) 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 arising out of the submission of bids or proposals for a public or private contract;

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

(e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) 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;

(g) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows:

(indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows:

(you must indicate the reasons why the affirmations cannot be given without qualification):

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and represent that, the above business will comply with the provisions of Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which require 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 under which the person receives in the aggregate \$100,000 or more shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

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

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

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

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

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

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

(ii) The business' policy of maintaining a drug and alcohol free workplace;

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

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

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

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

(i) Abide by the terms of the statement; and
(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction:

(i) Notify the procurement officer within 10 days after receiving notice under J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction:

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state).

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

Contractor has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the contract.

M. Repealed

N. ACKNOWLEDGEMENT

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

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

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

Contractor's Federal Employer Identification Number (FEIN): _____

CONFLICT OF INTEREST INFORMATION

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.

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

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

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

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

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)

Section L - Evaluation Factors for Award

A. EVALUATION COMMITTEES

The Procurement Officer shall establish separate technical and financial evaluation committees to review and rate the proposals. The financial evaluation committee may be composed of the Procurement Officer and any other individuals appointed by the Procurement Officer. The technical evaluation committee shall be composed of other individuals appointed by the Procurement Officer.

B. ACCEPTABILITY OF PROPOSALS:

The Procurement Officer shall determine which contractors have met the basic requirements of the RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor's proposal. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Officer may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the University's best interest. In addition, the Procurement Officer may reject in whole or in part any and all proposals if such is in the University's interest, and may reject proposals that are outside the competitive range financially, without performing a technical evaluation. The University may accept other than the lowest priced offer. The Procurement Officer may conduct discussions with contractors in any manner deemed necessary to best serve the interests of the University. The Procurement Officer may limit the competitive range to firms highly rated technically by the University for purposes of efficiency. The University reserves the right to make an award to more than one contractor.

C. TECHNICAL EVALUATION:

The technical evaluation committee shall conduct its evaluation of the technical merit of the proposals in accordance with the requirements and specifications of the solicitation. The Contractor must satisfy and explicitly respond to ALL the requirements and specifications, including a detailed explanation of how each item listed in the requirements and specifications is to be met. The last phase of this technical evaluation will be the ranking by the Committee of each qualified proposal based upon technical merit.

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

This volume shall be prepared in a clear and concise manner with pages numbered. It shall address all appropriate points of this RFP except the financial information. Volume I consists of and must contain the following sections:

1. Products and Services Offered

This section should include a brief synopsis of how the Contractor's proposal meets

the needs of the University. Also, a narrative response to each of the evaluation factors is required, providing sufficient detail regarding each aspect to allow for proper evaluation. Narratives for each evaluation factor shall demonstrate the Contractor's understanding of the overall performance expectations, as well as, how all the various requirements for each evaluation factor will be met or exceeded. All narratives shall be typed.

*Note: This section should be prepared in the same sequence as in **Section C – Description/Specifications/Statement of Work**. Each requirement should be copied from the RFP and the response immediately following. Responses should not be simply YES replies. Contractors should describe how they plan to meet the stated requirements. Any other information that may be relevant but does not fall into the above-described format should be provided as an appendix to this volume. If Contractor's product literature and other publications are included to respond to an RFP requirement, the response in this volume should include a reference to the document by name and page.*

2. Staff Qualifications, Experience and Past Performance

The Contractor shall provide their organization structure and experience, both in general and in terms of specific projects similar to this RFP. The Contractor's headquarters, nearest office and branch offices should be listed. Contractors should provide brief resumes or curriculum vitae for the person(s) who they propose to be the primary personnel.

The Contractor shall provide three (3) referrals (include the contact name, telephone number and/or email address) preferably Universities or non-profit institutions. In addition, the Contractor shall provide examples of projects of similar or relevant scope and size, which demonstrate their ability to perform responsibly.

The Contractor should use these references to support its capability to perform and meet the requirements of this RFP.

The University reserves the right to take any or all of the following actions: to contact any person or persons associated with the referenced site, request additional references or contact any known organization using the services supplied by the Contractor to contact independent consulting firms for additional information about the Contractor and the right to allow members of the Evaluation Committee to visit any or all of the reference sites for verification and demonstrations.

3. Contractual Terms and Conditions

Contractors shall provide any of their required contractual terms and conditions should they be awarded the contract. However, the University will not necessarily accept these. Contractors should also review Part II, Section I for required State contract clauses. Please specify whether any of these required provisions present an issue to your company.

The Contractor's proposal is to state clearly that it meets all requirements and specifications; that is, that the Contractor is fully capable of delivering the items and providing the services as specified in this RFP. Each Contractor must provide a written detailed response to each requirement and specification.

Misinterpretation of requirements and specifications by the Contractor shall not relieve the Contractor of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.

The Committee may request site visits for the purpose of evaluating proposals and/or Contractor's responsibility. The Committee may request additional technical assistance from any source. Industry standard references may be used during the evaluation process.

The terms "must" or "shall" are used throughout this document to indicate mandatory requirements. The Contractor's proposal is to state clearly that it meets all requirements and specifications; that is, that the Contractor is fully capable of delivering the items and providing the services as specified in this RFP. Each Contractor must provide a written detailed response to each requirement and specification.

D. FINANCIAL EVALUATION:

The separate financial volume will be distributed to the financial evaluation committee. This information will then be used to establish a financial ranking. Information from the price proposal sheet(s) contained in Section B will be used to compute the total price.

E. BASIS OF AWARD:

Financial rankings of proposals will be combined with the corresponding technical ranking to determine a final ranking for each proposal. **Technical merit will have greater weight than price.** The Procurement Officer will recommend contract award to the responsible contractor or contractors whose proposal is (are) determined to provide overall best value to the University, considering the evaluation factors in this RFP, and price.

Recommended contract awards, if any, resulting from this RFP, may be subject to appropriate State approvals.

F. NEGOTIATION:

The University has the right to accept the best proposal as submitted, without discussion or negotiation. Contractors should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award may be asked to discuss their proposals with the University to facilitate arrival at a contract most advantageous to the University. If the Procurement Officer determines that discussion is in the best interest of the University, the

Procurement Officer will advise contractors in the competitive range to submit a best and final offer for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Officer determines either that discussions are not in the best interests of the University or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.