

**UNIVERSITY OF MARYLAND
BALTIMORE
and
UNIVERSITY OF MARYLAND
COLLEGE PARK**

**COMPETITIVE SEALED PROPOSALS
REQUEST FOR PROPOSAL (RFP)
for
Managed Print Services, RFP # 88875**

Issued: 11/24/20
Pre-Proposal Conference: 12/3/20
Deadline for Questions: 12/17/20
Due Date for Proposals: 12/30/20

Issued by: University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room # 02-100
220 Arch Street
Baltimore, MD 21201-1531
Attn: 410-706-2094

Deliver to: All proposals shall be sent via email to:
proc-oncallbids@umaryland.edu and
hralay@umaryland.edu. The e-mail submission subject
line must state **RFP#88875** and either “**Technical**” or
“**Financial.**”

Pre-Proposal Conference: Via WebEx on 12/3/20

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

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MANAGED PRINT SERVICES

SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland, Baltimore (UMB) and The University of Maryland College Park (UMCP) (herein individually and collectively called the “University”) are seeking proposals from established Original Equipment Manufacturers (OEM) or their authorized dealers to establish a multi-year contract for Managed Print Services (MPS) as set forth in this Request for Proposal (RFP).

B. ISSUING OFFICE

Hanta Ralay
University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room 02-100
220 Arch Street
Baltimore, Maryland 21201-1531
410-706-2094 (phone)
hralay@umaryland.edu (email)

The sole point of contact in the University for purposes of this RFP is the Issuing Office. Any questions with regard to any aspect of this proposal must be directed to Hanta Ralay in writing via email to **hralay@umaryland.edu** and copy (CC): **proc-oncallbids@umaryland.edu**.

C. QUESTIONS AND INQUIRIES

All questions and inquiries must be directed via email to: **hralay@umaryland.edu** with a cc: to: **proc-oncallbids@umaryland.edu**. The e-mail submission subject line must state **RFP#88875 - “Questions”**.

All questions and inquiries must be received by the close of business **Thursday, December 17, 2020 by 2 pm**. Inquiries will receive a written reply. Copies of replies will also be posted on the **www.umaryland.edu/procurement/ebid-board**.

D. DELIVERY OF PROPOSALS

Proposals must be delivered to:

E-mail submissions

- a. Proposals shall be submitted electronically to the Issuing Office as a Portable Document Format (PDF). Proposers must submit their responses via email to: **hralay@umaryland.edu** with a carbon copy (CC) to **proc-oncallbids@umaryland.edu**.

Price Proposals are to be submitted as a separate email from the Technical Proposal. For Technical Proposals the file name shall be **Technical Proposal, RFP#88875, [Your Company Name]**. For Price Proposals the file name shall be **Price Proposal, RFP#88875, [Your Company Name]**.

- b. Responses shall be identified in the email subject line with **RFP#88875 [Your Company Name]**. Due to attachment file size constraint of 25 megabytes (MB) total attachment size per email message, Proposers may need to split large files/and or submit multiple emails to keep to under 25 MB per email. If your proposal is submitted in more than one email clearly identify the number of the submission in the email subject (e.g. **RFP#88875, Email 1 of 2 [Your Company Name]**, **RFP#88875, Email 2 of 2 [Your Company Name]** and **“Technical”** or **“Financial”**).
- c. The Procurement Officer will not accept submissions after the date and exact time stated in this RFP. The date and time of submission is determined by the date and time of arrival in the Procurement Officer’s e-mail box. Time stamps on outgoing email from Contractors shall not be accepted. Requests for extension of this date or time will not be granted. If a proposal requires multiple emails to submit, then the date and time of arrival in the Procurement Officer’s e-mail box of the last email submitted will be used to determine timeliness of the response. It is the Proposer’s sole responsibility to allow enough time to submit in a timely manner.
- d. By providing the Proposal to UMB electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
- e. Hyperlinks to software products sent to UMB’s Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive.
- f. The Procurement Officer will only contact those Proposers with Proposals that are reasonably susceptible for award.

E. PROPOSAL CLOSING DATE

In order to be considered, one (1) electronic version of each proposal must arrive via email, by **Wednesday, December 30, 2020, no later than 2:00 pm**. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. There will be no formal proposal opening.

F. ACCESS TO ISSUING OFFICE

Not Applicable

G. PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal Conference held in conjunction with this RFP. Attendance at the Pre-Proposal conference is not mandatory. The conference will be held via Webex on **Thursday, December 3, 2020 at 2 pm**. Call in information see APPENDIX L):

H. DURATION OF PROPOSAL OFFER

Proposals are to be held valid for **180 days** following the closing date for this RFP. This period may be extended by mutual agreement between the Offeror and the University. If an award is not made during that period, the proposal shall automatically extend for another 180 days, unless the Offeror gives specific written notice to the Issuing Office at least 15 days before the expiration of the then current 180-day period. Proposals shall automatically renew for an additional 180 days until such time as an award is made or proper written notice is given to the University of Offerer's intent to withdraw its proposal. By submission of a proposal, Offeror guarantees that its offer shall be firm for the period specified above.

I. TERM OF CONTRACT

The contract shall be for a base period of **seven (7) years** to begin upon the University's execution of a contract. Prices are to hold firm for the first term of seven years.

The University shall have the option to renew the contract for **three (3) one (1) year additional terms**, said options to be exercised at the sole discretion of the University.

Vendor may submit a written request annually for rate adjustment not less than ninety (90) days prior to the contract anniversary date. All other terms and conditions shall remain the same.

The University will use the U.S. Bureau of Labor Statistics, Consumer Price Index, (CPI) to monitor any such rate adjustment requests for reasonableness. The University will use the **All Urban Consumers (CPI-U), U.S. City Average for all items, not seasonally adjusted**, for the month - month period for the previous twelve months. The University will use the **September, 2020 index of 260.280** as the benchmark. All such rate adjustment requests will be calculated using a simple percentage method. In all instances the University will use the base period data in effect at the time of the receipt of responses to the RFP.

The following example illustrates the computation of percentage change:

CPI for current period:	150.252
Less CPI for previous period:	147.362
Equals index point change:	2.89
Divided by previous period CPI:	147.362
Equals:	.0196

J. EVALUATION OF OFFERS

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

K. PROPOSAL ACCEPTANCE

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

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

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Offeror as contractor and the University in the form of a University **Contract** and shall contain the provisions included herein as **Appendix B (Schedule B)** and **Appendix C (Service Contract and Contract Affidavit)** as well as any additional terms required by the University of Maryland, Baltimore or the State of Maryland. By submitting a proposal, the Contractor warrants that they have reviewed **Appendix C (Service Contract and Contract Affidavit)** and will execute a contract on that form upon request by University of Maryland, Baltimore.

M. PROPOSAL AFFIDAVIT AND CERTIFICATIONS

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

N. CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Offerors must complete, sign and return **Appendix G, Certification Regarding Investment Activities in Iran** with their solicitation response. Companies appearing on the Investment Activities In Iran list are ineligible for award.

O. ELIGIBILITY TO PURCHASE

The pricing, terms and conditions of any successful Offeror’s proposal and any contract that results from this RFP may be made available to other agencies for cooperative procurements. By submitting a proposal, the contractor agrees to extend the proposal price structure and discounts to all University System of Maryland campuses and facilities within the State of Maryland, and any other educational institution in the State of Maryland.

All purchases under this contract by any entity which is not a unit or agency of the State of Maryland (1) shall constitute a purchase or contract between the Contractor and that entity only, (2) shall not constitute a purchase or contract of the State of Maryland, (3) shall not be binding or enforceable against the State of Maryland or any of its units or agencies, and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchases. Contractor bears the risk of determining whether or not any entity from which the Contractor receives an order under the Contract is a unit or agency of the State of Maryland such that the contract may be enforced against the State of Maryland.

MANAGED PRINT SERVICES

SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for **Managed Print Services** described herein. Proposals will be received for the items/services specified herein or attached hereto under the terms, conditions and general specifications of this proposal. The University reserves the right to award a single contract or separate contracts for Managed Print Services.

The University invites proposals from qualified Multifunctional Device and Device Maintenance Service (herein “MFDs” and “Maintenance”) companies that will provide full-service copy/scanner/print/fax equipment and administer the duties and responsibilities set forth in this Request for Proposals (RFP). The University intends to identify and select provider(s) that will offer the most practical and cost-effective business model to serve the needs of the University. Products and services currently purchased from a variety of sources at the University will be consolidated by the selected provider and/or group of providers.

The University seeks to award to Offerer(s) who respond to this RFP with a proposal of MFD’s, maintenance, and support that aligns with the technical requirements of this proposal and the best interests of the University. An Offerer may be the primary vendor that has the ability and license to sell these products. If Offerer is a third party vendor, certification as an authorized dealer/retailer must be submitted with Offeror’s proposal.

B. GENERAL INFORMATION FOR VENDORS

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

C. ADDENDA / AMENDMENT TO THE RFP

If it becomes necessary to revise any part of the RFP, addenda/amendments will be posted to the UMB’s eBid Board at www.umaryland.edu/procurement/ebid-board. It remains the

responsibility of prospective Offerors to check the website frequently until the proposal due date for any addenda/amendments issued prior to the submission of Proposals. Addenda/amendments made after the due date of for proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

An acknowledgement of the receipt (**Appendix I**) of all amendments and addenda issued before the proposal due date is required from all vendors submitting a proposal.

D. CANCELLATION OF THE RFP

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

E. ORAL PRESENTATION

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

F. INCURRED EXPENSES

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

G. ECONOMY OF PREPARATION

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

H. ACCEPTANCE OF TERMS AND CONDITIONS

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

I. PROCUREMENT REGULATIONS

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

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.

K. ALTERNATE SOLUTION PROPOSALS

Offerors may also submit an alternative pricing/billing model in addition to the required pricing options requested in Section V, Part D. Alternate pricing models will be considered if they are deemed to be beneficial to the University and enhance the value of contract.

Alternate solution proposals must satisfy the technical requirements outlined in Section III and adhere to all terms and conditions contained herein.

L. CONTRACTOR RESPONSIBILITIES

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

M. PUBLIC INFORMATION ACT

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.

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

N. MINORITY BUSINESS ENTERPRISE NOTICES

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice. This solicitation has a **5%** MBE participation goal, thereby any resulting contract will be subject to the liquidated damages provision of Schedule MBE Attachment G, non-construction.

If an Offeror fails to submit Attachment 1A with their proposal as required, the Procurement Officer shall deem that the offer is not reasonably susceptible of being selected for award.

MBE Subcontract Attachments, Appendix H :

- 1A** MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule
(must submit with Bid/Proposal)
- 1B** Waiver Guidance
- 1C** Good Faith Efforts Documentation to Support Waiver

- 2 Outreach Efforts Compliance Statement
- 3A MBE Subcontractor Project Participation Certification
- 3B MBE Prime Project Participation Certification
- 4A Prime Contractor Paid/Unpaid MBE Invoice Report
- 4B MBE Prime Contractor Report
- 5 Subcontractor/Contractor Unpaid MBE Invoice Report
- G Liquidated Damages Provisions for Non-Construction Contracts Containing MBE Participation Goals

O. ARREARAGES

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

P. TAXES

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

Q. RFP RESPONSE MATERIALS

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

R. PROPOSAL SECURITY [N/A]

S. DEBRIEFING OF UNSUCCESSFUL OFFERORS

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

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

T. MARYLAND PUBLIC ETHICS LAW, TITLE 5

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per §5-502 of the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland.

If the Offerer has any questions concerning application of the State Ethics law to the Offerer's participation in this procurement, it is incumbent upon the Offerer to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the Offerer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

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

U. HIPAA

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

MANAGED PRINT SERVICES

SECTION III: TECHNICAL REQUIREMENTS & SPECIFICATIONS

A. BACKGROUND

Maryland Senate Bill 1052 mandated that a strategic partnership be created between University of Maryland, College Park (UMCP) and University of Maryland, Baltimore (UMB). One of the first initiatives under this coalition is a collaboration to create a multi-function office copier purchasing agreement(s).

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

The University of Maryland, College Park is the state's flagship university and one of the nation's preeminent public research universities. A global leader in research, entrepreneurship and innovation, the university is home to more than 41,000 students, 14,000 faculty and staff, and 377,000 alumni all dedicated to the pursuit of Fearless Ideas. Located just outside Washington, D.C., we discover and share new knowledge every day through our renowned research enterprise and programs in academics, the arts and athletics. And, we are committed to social entrepreneurship as the nation's first "Do Good" campus.

The University through this RFP process intends to:

- 1) Leverage the aggregate purchasing volumes of the both campuses to achieve cost savings;
- 2) Consolidate currently disaggregated purchases with multiple providers to a select group of primary provider(s);
- 3) Improve overall customer satisfaction with best-in-class equipment and service levels;
- 4) Insure compliance with IT best practices for both campuses regarding network and data security in relation to MFD usage;
- 5) Improve fleet management and streamline the billing process for campus program managers;
- 6) Work toward best practices in addressing the campuses' sustainability issues and reducing carbon footprint.

Current Environment: **Estimated** usage in Fiscal Year 19 (July 2018 – June 2019) on both campuses.

Estimated Annual Volume	UMB	UMCP	Total
Black	27,826,812	15,586,882	43,413,694
Color	4,582,608	2,311,545	6,894,153
Both	32,409,420	17,898,427	50,307,847

Estimated MFD fleet count:

	Lease	Own	Total
UMB	237	57	294
UMCP	98	291	389
TOTAL	335	348	683

Multi-function Device equipment will be supplied to various locations throughout both campuses as well as off-site locations.

Should Offeror desire space on campus for the purpose of storing supplies, parts, or equipment, a request for space would be made to the University. If granted, an agreement would be entered into between the Offeror and the University and a license fee will be implemented. Offeror would be responsible for any costs associated with improving the space to suit their use (pending approval of the University) including the installation of new locks or other security measures. The University reserves the right to terminate any such agreement with no obligation to provide alternative space.

B. SCOPE OF PROJECT

The Managed Print Services (MPS) must include maintenance and support for University owned and leased Multi-Function Devices (MFD). Currently owned and leased MFDs will remain in effect until their contract expiration date. Services must be provided in a phased approach whereby a current operational device will be given the necessary time to remain in our environment until the end of its lifecycle. End of lifecycle will be defined as a device that is no longer capable of operating without repairs that exceed more than half the cost of the device, not to include normal consumables such as toner.

C. SPECIFICATIONS

The following provides specifications and characteristics of the equipment, services, and provider. Vendors must to reply to each specification addressed with completeness and accuracy. Vendors are not to reply with YES or NO answers only.

All materials, equipment, supplies, and services must conform to all applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Offeror may offer any brand, which meets or exceeds the specification for any item(s). If

proposals are based on equivalent products, indicate in your proposal the manufacturer's name, model number, and specifications.

The Offeror shall submit with their proposal cuts, sketches, and descriptive literature and/or complete specifications. The Offeror shall also explain in detail the reason(s) why a proposed equivalent will meet the specifications and not be considered an exception thereto. The University reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Responses to each requirement below should be in order and clearly marked with section number to which they respond.

1. EQUIPMENT AND SUPPLIES:

A) REQUIREMENTS

Offeror must provide the following:

- 1) A portfolio of MFD equipment that includes mono & color MFD options in the 20ppm to 75ppm range (Appendix J).
- 2) A portfolio of equipment that includes Original Equipment Manufacturer (OEM) specification sheets listing all accessories, features, functions, specifications, and technical requirements of each copier model proposed.
- 3) A portfolio of new equipment with only OEM parts and components, and equipment must be network ready.
- 4) MFD offerings that are capable of a print resolution of 1200 dpi x 1200 dpi, a copy resolution of 600 dpi x 600 dpi, and a scanning resolution of 600 dpi x 600 dpi.
- 5) MFDs that support Printer Control Language (PCL) 6 and Post Script 3 page description languages.
- 6) MFDs that have the ability to integrate with various third party billing, software programs, i.e. GoPrint and Uniprint, and managed print solutions that integrate with proximity card or mag. swipe readers. Equipment provided in walk-up pay for print environments must accept payment methods such as credit/debit cards via Near Field Communication (NFC) readers capable of reading proximity card or mag. stripe. This includes NFC hardware and firmware upgrades to support these credential types. Selected Offeror must supply necessary equipment and software that must be able to communicate with CS Gold software currently used by the University. Selected Offeror must also provide a coin/cash payment copy vending option.

- 7) Network Security Requirements where all MFD's in Offeror's portfolio must be ISO 15408 EAL 3 certified and utilize the AES 256-bit encryption method.
- 8) Solutions that are equipped with a hard drive data overwrite feature.
- 9) Return of copier hard drives to the University upon MFDs removal from service at no cost to the University.
- 10) A secure print software enterprise license option for interested departments.

2. **SERVICES:**

A. **REQUIREMENTS**

Offeror must provide the following:

- 1) A maximum of four (4) business hour on-site response time to maintenance calls Monday to Friday between the hours of 9 am to 5 pm. Acknowledgement of service call must be made within one (1) hour to verify the request, offer telephone assistance, and provide an estimated time of arrival.
- 2) Maintain a minimum 90% first visit fix rate (MFD repairs do not require a second visit from a technician for the same issue) and provide a bi-annual service report (or upon request) for verification. Information such as service call, service date, nature of the problem, number of copies, and parts replaced are to be included but not limited to just these items.
- 3) A bi-annual Preventative Maintenance (PM) visit is to be scheduled for each MFD. In addition, a PM is to be performed on every scheduled visit to include a thorough unit cleaning.
- 4) Comparable loaner equipment if equipment is inoperable for more than forty-eight (48) hours from placement of the service call. The vendor will be required to replace machines, which in the opinion of the University fails to operate at an acceptable level, at the vendor's expense.
- 5) Acceptable equipment and service. Unacceptable service is defined as but not limited to poor copy quality, excessive jamming, excessive maintenance/service calls, etc. This replacement guarantee must apply for the entire term of the contract.
- 6) Directly employ full time trained and certified device specific service technicians for the products they are proposing. Service personnel must meet the certification requirements of the manufacturer for the MFDs included in the Offeror's portfolio and have completed the required training to service that equipment. Offeror to provide documentation of the training and certification

levels of service personnel that will be servicing the University with their bid submission.

- 7) A professionally staffed helpdesk, helpdesk contact information, and a toll-free number to the helpdesk for the University to call for troubleshooting, problem resolution, service calls, and technical support. This information must be included with bid submission.
- 8) A service contract that must include all supplies except paper and staples. Contractor to provide OEM parts & supplies, including toner. Staples to be a billable supply charged directly to the ordering department. Vendor must deliver or ship the supplies at no charge within two (2) business days after receipt of order. Exceptions include, expedited shipping requests, backorders, and items shipped direct from the manufacturer that may require additional shipping time. Expedited shipping requests to be billed directly to requesting department. Vendor will be expected to allow desktop shipping, where supplies are delivered directly to the end users. A packing label must be on each box and must include the following:
 - Copier's Serial Number and Copy Program Number
 - Purchase Order Number
 - Ordering customer's name and unit (department, division, etc.)
 - Delivery address
- 9) An annual utilization review and recommend and implement changes to provide "right size" machines.
- 10) Billing and reporting requirements: Contractor(s) must provide a service solution that offers the following:
 - a) A single point of contact for managing the contract.
 - b) A web-based customer portal to enter and view meter readings, supply orders, service requests, the status of service requests, and manage MFD's.
 - c) Solution must include device-monitoring software to automate management of the fleet, including, but not limited to, malfunction notification, service history, automated meter reporting, automated toner ordering, and monthly reports distribution.
 - d) Solution must provide one monthly invoice with a detailed breakdown of charges for each MFD sorted by department or billing code.
 - e) Summary and detailed monthly dashboard reports must be generated automatically for each school and department.

- f) The University's default method of payment is through a purchase order and invoice. The Contractor must be able to process such payments. Contractor must also be able to accept PCard payments for staple purchases.

3) **SUSTAINABILITY**

A. REQUIREMENTS

Offeror must provide the following:

- 1) Equipment that consists of recycled/recovered material content. Offeror must provide all pertinent and verifiable information with regard to the amount of post-consumer recycled content in the products you, including, if they meet or exceed EPA procurement guidelines. This does not refer to remanufactured equipment. The University wants to know what the Offeror's company is doing to increase the use of recycled materials in its manufacturing processes.
- 2) All MFDs that are Energy Star rated in the Offeror's portfolio. Offeror must provide all pertinent and verifiable information with regard to Energy Star Compliance. The Offeror is responsible to clearly and specifically indicate the product being offered and to provide adequate information to enable the University to determine if the product offered meets the requirements of this solicitation. A verification from the manufacturer of Energy Star Compliance must be provided.
- 3) A no cost supply/component recycling program that allows for shipping/pick up of items to be recycled from location of individual MFDs. Offeror must provide a plan for the delivery and pick-up of recycled supplies.
- 4) Equipment that includes automatic duplexing and be shipped with duplex mode set to "on" by default.
- 5) Equipment that is shipped with energy management systems for sleep/standby modes enabled.
- 6) A guarantee that equipment (including duplexing) works reliably with recycled paper with minimum 30% recycled content.

M. INSTALLATION

A. REQUIREMENTS

Offeror must provide the following:

- 1) Delivery and install requirements: Unless otherwise agreed upon in writing on the purchase order, delivery must be within 10 business days after receipt of order. Contractor must deliver, with each MFD, a start-up kit containing three (3) months' worth of all necessary supplies. For this purpose, supplies are defined as toner, waste

toner bottle/cartridge. All MFDs must be delivered F.O.B. destination and Offeror is responsible for the delivery of goods in new/undamaged condition in accordance with standard commercial practice. Vendor understands that delivery to certain locations may not have access to a freight elevator and the copier may have to be delivered through the building staircase. The vendor will also be responsible for re-locating MFDs under contract FOB to meet end user requirements at no cost to the University. Vendor will dispatch certified MFD technicians to all University facilities as needed to install, maintain, repair or remove contracted devices.

- 2) Contact the University if the order will not be shipped on the requested delivery date. The vendor must provide the University with a toll free telephone number and/or e-mail address, to track orders, and to notify the vendor of orders not received.
- 3) **Training:** Contractor must provide on-site general user and key operator training for each product at the time of installation. Follow-up training to be provided on request and at no cost to the University.
- 4) **Implementation Requirements:** Offeror must provide a transition plan based on current machines considering current leases. This plan must include a buy-out procedure to allow interested department's to forgo the remainder of an existing lease to replace their current MFD with new equipment from portfolio attached to this proposal. Machine replacement to be done at no cost or penalty to the department. This plan must adhere to University COVID vendor requirements.
- 5) The end-of-contract return of any equipment and unused supplies must be provided by the Contractor and coordinated with the departments, and at no cost to the departments. Subject equipment and supplies must be removed no later than 30 days after receiving notification from the University.

N. DESIRABLE FEATURES

The technical submission requires the Offeror to address the following items in essay form, where appropriate, describing their ability to provide these desirable features. They should also provide any information or documentation requested. Technical scores will be assessed based on our evaluation of your response to this section. **Note - All responses must be clearly identified and presented in sequence listed below.**

General:

Offeror to provide the following:

- 1) A company profile, including management summary of the history, capabilities, and qualifications for providing the required services.
- 2) A copy of the last two (2) years of financial statements, balance sheets, or other documentation that would provide information concerning the financial condition of your company.

- 3) A description of your company's experience, qualifications, and ability to supply, maintain, service, and support equipment on the University campuses.
- 4) A transition plan based on current machines considering current leases. This plan must include a buy-out procedure to allow interested department's to forgo the remainder of an existing lease to replace their current MFD with new equipment from portfolio attached to this proposal. Machine replacement to be done at no cost or penalty to the department. The plan must explain the implementation plan and how implementation of the Print Managed Services and installation of equipment will affect the productivity of faculty, staff and students.
- 5) An explanation of how your company will proactively manage the University print environment including all MFD's and University owned equipment.
- 6) A letter of commitment from the manufacturer stating your company is an authorized supplier and service provider if your company is not OEM.

Service:

Offeror to provide the following:

- 1) An explanation of the ratio of carried technicians needed to accounts of comparable scope and size to the University.
- 2) A description of the qualifications and training of technical staff to be assigned to the University.
- 3) A detail description of the process by which your company responds to a service call. Specifically, how are your company's technicians routed? Where are they coming? Where is your service call center located?
- 4) A description of the process to escalate a service issue.
- 5) A description of the company's business hours and if the company offers after-hour service calls. If so, what is the process and what are the hours?
- 6) A description of the company's problem resolution process for service/equipment and technical/connectivity problems.
- 7) A description of your company's policy for refunds for poor copies and problems relating to a malfunctioning device.
- 8) A service remedy plan in the event an MFD has recurring issues that do not warrant a replacement of that device.

Training:

- 1) Offeror to provide a description of how the company will train users.

Supplies Management:

Offeror to provide the following:

- 1) A description of the company's supplies management program, the ordering and receiving process and how your company proposes to ensure accurate and timely delivery as well as implement the program and provide ongoing support.
- 2) The required specifications for any technology requirements and other resources for supporting supplies management.
- 3) A description of user interfaces for supplies management and reports on usage and delivery statistics.

Maintenance and Service

Offeror to provide the following:

- 1) A description of the program for maintaining and servicing for MFDs cost per copy and college owned, including parts, supplies, maintenance and service covered and not covered.
- 2) A description of the maintenance and service request process with time-frames for service calls and reports on service calls to include incident, response times, down time and resolution.

Equipment:

Offeror to provide the following:

- 1) A detailed specifications for all hardware, including for each MFD model quoted in Appendix J.
- 2) A detailed pricing in Appendix J. Include printing speed (in ppm) and paper capacity for each model.
- 3) A report that identifies and describes all technical, equipment and service requirements that deviate from those specified in this RFP.

Sustainability:

Offeror to provide the following:

- 1) All pertinent and verifiable information with regard to the amount of post-consumer recycled content in the products you are proposing, including, if they meet or exceed EPA procurement guidelines.

- 2) All pertinent and verifiable information with regard to Energy Star Compliance. Verification from the manufacturer of Energy Star Compliance must be provided.
- 3) A plan for the delivery and pick-up of recycled supplies.

Additional Information:

Offeror to provide the following:

- 1) Any information that is relevant to this RFP, such as any additional print services or features at no additional cost to the University or related to assisting the University with evaluating its future print needs.
- 2) Economic Benefit Summary that provides a detailed, but concise, overall description as to how the award of this contract will benefit the economy of the State of Maryland if your firm is the successful Contractor. Such items include, but are not limited to:
 - a) Contract dollars to be recycled into Maryland's economy in support of this contract through the use of Maryland subcontractors, suppliers and joint partners.
 - b) The number and type of jobs for Maryland residents resulting from this contract.
 - c) Tax revenues to be generated for Maryland and its political subdivisions.
 - d) Any other benefits to the Maryland economy which the Offeror promises will result from awarding the contract to the Offeror. Describe the benefit, its value to the Maryland economy and how it will result from the contract award.
- 3) Administrative fee information: Offeror agrees to provide the University and its participants an annual administrative fee of **3 %** of the Total Net Sales made under a contract. "Total Net Sales" means the total dollar amount of all sales of Product and Services made to a contract participant, less credits, returns, taxes, and unpaid invoices. The administrative fee will be used by the University and its participants to provide support for implementation, administration, monitoring, and management of the agreement.

O. VENDOR SITE VISITS

If, as a part of the evaluation process, it becomes necessary for out-of-state site visits to be made by evaluation committee members, the vendor whose site is being visited will be required to pay for the evaluator's travel expenses. These expenses will include transportation (non-first class), lodging and meals. Note that reimbursements will be made at the State of Maryland set rates only.

The University will be responsible for making all reservations and will submit an invoice to the vendor once all the charges have been identified. No direct reimbursements may be made to any University employee. No gratuities (such as meals) from the vendors to University personnel are permitted.

P. INSURANCE

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

- f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.
- g. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude the University or participation institutions from supervising or inspecting the operations of the contractors as the end result.
- h. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

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

- i. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University. The insurers must have a policyholders' rating "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
- j. The University will consider deductibles or self-insured retention as part of its review of the financial stability of the Offeror. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

2. The Contractor shall purchase the following insurance coverages:

- a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted in section O.5 must be met. Such Commercial General Liability policy shall include the following extensions:
 - i. It is preferred that the general aggregate limit applies separately to this project:
 - ii. Premises/Operations:
 - iii. Actions of Independent Contractors:

- iv. Products/completed Operations to be maintained for two (2) years after completion of the contract.
- v. Contractual Liability including protecting for the Contractor for claims arising out of liability assumed under this contract.
- vi. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):

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

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

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

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

- a. Commercial General Liability Insurance including all extensions –
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products/completed operations;
 - \$2,000,000 general aggregated

- b. Business Automobile Liability -
 - \$2,000,000 each accident

- c. Workers Compensation insurance – statutory requirements. Employer's liability insurance - \$1,000,000 each accidental injury; and \$1,000,000 policy limit for disease.

- 4. **Tort-Claim Act** – It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.

- 5. **NOTE:** If insurance required in terms 2.a.iv. and v. above has been issued on a “claims made” basis, the Contractor must comply with the following additional

conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:

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

PLEASE NOTE THE FOLLOWING:

1. **A certification form from an authorized broker or agent that all requested coverages are available and will be provided to the contractor upon award of this contract must be provided with offeror's bid submission.**
2. If awarded, the successful contractor(s) must submit their certificate of insurance (COI) within 5 calendar days of award to the attn: Hanta Ralay at hralay@umaryland.edu.

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SECTION IV: EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

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

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a vendor's proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. Any alternate solution proposal submitted (if permitted by this document) must be complete and will be subject to a full and independent evaluation. In addition, the vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be scored according to the criteria listed below.

C. TECHNICAL EVALUATION

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

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

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

D. MINIMUM TECHNICAL SCORE

Vendors must achieve a minimum technical score of **75%** of the total points available for the technical evaluation in order to be considered for further evaluation. Vendors not achieving this minimum technical score will have their financial volumes returned to them.

E. FINANCIAL EVALUATION

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

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

F. FINAL RANKING AND SELECTION

If a numeric scoring system is used, the resulting scores from the technical and financial evaluation of proposals will be used as a guide in determining the successful Offeror(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures in its recommendation of award to the Procurement Officer. Technical merit will be given **Greater** value **Than** cost.

G. CRITERIA FOR TECHNICAL EVALUATION

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will score the proposals on each major criterion. From highest to least the technical evaluation will be:

- Approach to scope of work and University requirements. Proposing firms are to provide a detailed narrative about how the proposed Solution meets the requirements listed in Section III Scope of Work along with Implementation and Transition Plan
- Company References and Firm Experience
- Key Personnel
- Company Profile

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SECTION V: INFORMATION REQUIRED IN VENDOR PROPOSALS

A. TRANSMITTAL LETTER

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

The Transmittal should include the following:

- Name and address of the Offeror;
- Name, title, email address and telephone number of primary contact for the Offeror;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Offeror to its Bid;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number;
- Offeror's MBE certification number (if applicable);
- Any information which is claimed to be confidential is to be noted by reference and included in the Transmittal Letter. Each page that is confidential or proprietary must also be marked.

B. TWO VOLUME SUBMISSION

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

C. VOLUME I – TECHNICAL

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

1. Management Summary
2. Compliance with RFP Specifications
3. Certification to provide insurance as required
4. Bid/Proposal Affidavit
5. Acknowledgement of Receipt of Addenda
6. Third Party Certifications
7. MBE Attachment 1-A

8. Certification Regarding Investment Activities in Iran
9. Economic Benefit, Section III.

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

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

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

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

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

D. VOLUME II – FINANCIAL

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

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

Offeror must use the same pricing format required by the University in this RFP, Appendix J.

OPTION 1 (Cost per Click) Offeror must provide a flat rate cost per copy pricing structure to be based strictly on individual device usage. This pricing structure must include the cost for printing and copying, with no time commitments on actual hardware. Scanning and other functions that do not cause an image to be placed on a substrate shall not be subject to a cost per copy charge.

All services provided by the Offeror, include needs assessments, installation, maintenance, parts, all consumable supplies (except staples), and toner recycling

are included in this cost per copy for monochrome and color images. This pricing to be uniform for the entire fleet regardless of individual user copy volumes.

OPTION 2 (Lease and Maintenance Plan) Offeror must provide the cost to the University to lease the base model and applicable features and accessories over the full term of the contract. Offeror must also provide a separate cost per copy maintenance pricing schedule for leased devices.

All services provided by the Offeror, including needs assessments, installation, maintenance, parts, all consumable supplies (except staples), and toner recycling must be included in the cost per copy for monochrome and color images. This pricing to be uniform for the entire fleet regardless of individual user copy volumes.

OPTION 3 (Purchase and Maintenance) Offeror must provide the new purchase price to University for the base model and applicable features and accessories. Offeror must also provide a separate cost per copy maintenance pricing schedule for purchased devices.

All services provided by the Offeror, including needs assessments, installation, maintenance, parts, all consumable supplies (except staples), and toner recycling must be included in the cost per copy for monochrome and color images. This pricing to be uniform for the entire fleet regardless of individual user copy volumes.

ALTERNATE SOLUTION PROPOSALS (Optional)

Offerors may also submit an alternative pricing/billing model in addition to the required pricing options requested above. Alternate pricing models will be considered if they are deemed to be beneficial to the University and enhance the value of contract.

Alternate solution proposals must satisfy the technical requirements outlined in Section III and adhere to all terms and conditions contained herein.

E. SUBMISSION

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

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SECTION VI: APPENDICES AND ATTACHMENTS

APPENDIX A	Bid/Proposal Affidavit
APPENDIX B	Schedule B, University Solicitation and Purchase Terms and Conditions
APPENDIX C	Service Contract with Contract Affidavit
APPENDIX D	Company Profile
APPENDIX E	Relevant Firm Experience
APPENDIX F	Key Personnel
APPENDIX G	Certification Regarding Investments in Iran
APPENDIX H	Acknowledgment of Receipt of Addenda
APPENDIX I	Schedule MBE and Attachments
APPENDIX J	Price Proposal Form
APPENDIX K	Mandated Contractor Reporting of Suspected Child Abuse & Neglect
APPENDIX L	Pre-proposal WebEx Call-In information
APPENDIX M	Contractor Requirements During COVID for UMCP and UMB

APPENDIX A

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

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

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

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

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

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

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

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

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

APPENDIX B

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

Definitions:

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

Terms:

1. Reservation of Rights. This solicitation creates no obligation on the part of UMB. This solicitation may be cancelled at any time prior to opening of offers. UMB reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services described in the solicitation. Offers may be modified or withdrawn by written notice received prior to the time and date set for opening. UMB reserves the right to accept or reject any and all offers in whole or in part. The University reserves the right to make awards by item, groups of items, multiple awards, or on an all or none basis as best serves the interests of the University.
2. Pricing. The unit price shall be considered as the offer price, which will be evaluated by UMB. Separate unit prices shall be submitted for each item; extensions shall be indicated where applicable and total offer price shown when requested. Unless otherwise provided in the solicitation, offer prices are irrevocable for a period of 90 days following the date set for offer opening.
3. Specifications; Equivalents. All materials, equipment, supplies or services shall conform to applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trades names, brand names, information and/or catalog numbers listed in a specification are for information and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item(s). If offers are based on equivalent products, the vendor shall indicate on the offer form the manufacturer's name and product number and shall submit with the offer cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous offer shall not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. UMB reserves the right to determine acceptance of any items proposed as equivalent. Offers which do not comply with these requirements are subject to rejection. Offers lacking any written indication of intent to offer an alternate brand shall be received and considered in complete compliance with the specifications as listed on the solicitation form.
4. Samples. UMB reserves the right to request and be furnished samples, at no expense to UMB, prior to or after the award, for the purpose of quality and specification evaluation. Samples shall be returned, upon request, at the vendor's expense. UMB does not guarantee that Samples returned will be in the same condition as when submitted.
5. Vendor's Terms and Conditions. The Purchase Order issued by UMB shall constitute the contract between the parties. A VENDOR'S PROPOSED TERMS ARE NOT PART OF THE CONTRACT UNLESS SPECIFICALLY ACCEPTED IN WRITING BY THE PROCUREMENT OFFICER. NO OTHER UNIVERSITY EMPLOYEE CAN ACCEPT OR EXECUTE A CONTRACT FORM OR ACCEPT A VENDOR'S TERMS. Any terms and conditions, including any form contracts, which the vendor proposes to use, shall be submitted (a) by the solicitation closing date in the case of a single step procurement or (b) by the closing date for technical offers, in the case of a multi-step procurement. If a vendor does not submit any proposed terms on a timely basis, its offer will be deemed an offer to contract on UMB's terms. If a vendor timely proposes any non-UMB terms or conditions, the vendor must indicate clearly in writing whether or not its offer is contingent upon the acceptance of any or all of the vendor's terms and conditions. UMB may reject any offer made contingent upon University acceptance of a vendor's terms and conditions.
6. Minority Business Enterprise Notice.
 - (a) Minority business enterprises are encouraged to respond to this solicitation
 - (b) Refer to the specifications of the solicitation for identification of Minority Business Enterprise "MBE" participation goal.
7. Public Information Act Notice. Offerors shall give specific attention to the identification of those portions of their responses that they deem to be confidential, proprietary information or trade secrets and shall provide

- justification why such materials, upon request, should not be disclosed by UMB under the Public Information Act, Part III, Title 4, General Provisions Article, Annotated Code of Maryland.
8. Arrearages. By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
 9. Bid/Proposal Affidavit. The attached bid/proposal affidavit shall be completed and submitted by the vendor with the bid or proposal. The terms and conditions of the affidavit will be incorporated into and made a part of any contract resulting from this solicitation.
 10. Bid Security. Solicitations for construction contracts reasonably expected by the procurement officer to exceed \$100,000 shall require a bid security in an amount equal to at least 5% of the amount of the bid or price proposal. For all other non-construction contracts, refer to the specifications of this solicitation addressing bid security. Absence of any such reference shall mean that no bid security is required. Notwithstanding the above, notice of a bid security is required if a federal law or condition of federal assistance for the contract requires it.
 11. Ethics. The Vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland. The Public Ethics Law prohibits, under certain circumstances, (i) present and former officials and employees of State agencies, or (ii) businesses in which those persons or their close relations hold employment or economic interests, from submitting bids or proposals, negotiating for themselves or others, or entering into contracts with the State. In the event a violation of the Maryland Public Ethics Law occurs in connection with a Vendor's response to this solicitation or a resulting contract award to a Vendor, the University reserves the right to reject the proposal or declare an event of default of the contract awarded to the Vendor. Any Vendor with concerns about compliance with the Maryland Public Ethics Law is encouraged to contact the State Ethics Commission for more information.
 12. Rights in Inventions. For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.
 13. Copyrights. For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMB.
 14. Acknowledgement of Addenda. If it becomes necessary to revise any part of the bid, addenda will be posted to the eBid Board website at www.procurement.umaryland.edu <<http://www.procurement.umaryland.edu>>. It is the responsibility of the Offerer to check the website frequently until the opening date for addendums, amendments, and changes. A written acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all vendors submitting a bid.
 15. Conflict of Interest. An individual or a person that employs an individual who assists the University in the made in response to an invitation for bids or request for proposals may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.
 16. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

SERVICE CONTRACT

Contract No. 88875

University of Maryland, Baltimore and University of Maryland College Park

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

1. SCOPE:

2. TERM:

3. COMPENSATION AND METHOD OF PAYMENT: As compensation for satisfactory performance of the work described herein, the University will pay the Contractor an amount not to exceed \$_____ **unless agreed upon by both parties in writing.**

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

The Contractor shall be paid only for items or services that are specifically named in this contract. No additional costs for items or services will be paid by the University without its prior express written consent.

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

5. PAYMENT OF UNIVERSITY OBLIGATIONS: Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by Public Service Commission of Maryland with respect to regulated public utilities, as applicable are prohibited.

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

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

request, against any such claim or demand. The University agrees to notify Contractor promptly of any known written claims or demands against the University for which Contractor is responsible hereunder.

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

Contractor shall maintain, during the term thereof, Workmen's Compensation Insurance, Public Liability Insurance, and if the use of automobiles is required, Automobile Public Liability Insurance. Contractor shall also require its subcontractors, if any, who may enter upon University premises to maintain such insurance. Contractor and its subcontractors shall furnish the University, when requested, with copies of policies or other satisfactory proof of insurance.

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

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

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

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

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

8. UNIVERSITY WORK RULES: Employees and agents of Contractor and any subcontractors shall while on the premises of the University, comply with all University rules and regulations including, where required by Government Regulations, submission of satisfactory clearance from the U.S. Department of Defense or other Federal Authority concerned.

Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay or interfere with University work schedule without the prior approval of the University's specified representative. Contractor shall provide and maintain sufficient covering to protect stock and equipment from the action of its work, if applicable.

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

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

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

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

13. DISPUTES: This contract shall be subject to the USM Procurement Policies and Procedures pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

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

15. NON-DISCRIMINATION IN EMPLOYMENT: the Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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

17. PRE-EXISTING REGULATIONS: In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this contract are applicable to this contract.

18. DELAYS AND EXTENSIONS OF TIME: The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever, during the progress of any portion of the work specified in this contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State of Maryland in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

19. COST AND PRICE CERTIFICATION:

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

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

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

20. TERMINATION FOR DEFAULT: If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

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

22. FINANCIAL DISCLOSURE: The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the businesses.

23. POLITICAL CONTRIBUTION DISCLOSURE: Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Section 14-101*et seq.* which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$200,000 or more from public business, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if

the contribution is made after the execution of a lease or contract, then twice a year, throughout the lease or contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

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

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

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

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

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

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

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

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

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

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

30. ETHICS: The vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland. In the event a violation of the Ethics Law occurs in connection with the Vendor's response of this solicitation or a resulting contract award to the vendor, the University reserves the right to (1) reject the Vendor's bid or proposal or (2) declare an event of default under the contract.

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

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

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

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

35. TAX EXEMPTION: UMB is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be

completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

36. ANTI-BRIBERY: The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1997, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

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

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

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

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

40. DRUG AND ALCOHOL FREE WORKPLACE: The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this Contract.

41. MANDATED CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE & NEGLECT: The University of Maryland, Baltimore (UMB) and the University System of Maryland (USM) are committed to protecting the safety and welfare of children who come into contact with the UMB community. Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. *See* Maryland Code Annotated, Family Law Article, Sections 5-701 through 5-708. A copy of the above-referenced USM/UMB Policy and Procedures are available at: http://www.umaryland.edu/offices/accountability/child_abuse/
The Policy and Procedures are incorporated herein.

Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – *Policy on the Reporting of Suspected Child Abuse and Neglect*, as well as the UMB *Procedures for Reporting Suspected Child Abuse and Neglect*. Specifically, contractors performing work on campus must report suspected child abuse or neglect orally or in writing to: (a) the local department of social services or law enforcement agency; and (b) the University President’s Designee (i.e. the UMB Chief Accountability Officer), if the suspected child abuse or neglect: (i) took place in UMB facilities or on UMB property; (ii) was committed by a current or former employee or volunteer of the USM; (iii)

occurred in connection with a UMB sponsored, recognized or approved program, visit, activity, or camp, regardless of location; or (iv) took place while the victim was a registered student at UMB.

UMB reserves the right to terminate this contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of UMB, termination is necessary to protect the safety and welfare of children who come into contact with the UMB community.

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

Contract No.

AGREED TO:

AGREED TO:

University of Maryland, Baltimore

(Company)

Signature

Signature

Title

Title

Date

Date

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ___ domestic or ___ foreign;
- (2) Limited Liability Company — ___ domestic or ___ foreign;
- (3) Partnership — ___ domestic or ___ foreign;
- (4) Statutory Trust — ___ domestic or ___ foreign;
- (5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____ Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, 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 \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Annotated Code of Maryland, Section 101 *et seq.*, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, 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 §E(2)(a)—(j), of this regulation.

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

By: _____(printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

APPENDIX D

COMPANY PROFILE

Please complete this form and include with proposal.

COMPANY NAME: _____

ADDRESS OF COMPANY: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

NUMBER OF GEOGRAPHIC LOCATIONS: _____

NUMBER OF YEARS IN BUSINESS: _____

NUMBER OF YEARS IN BUSINESS UNDER PRESENT NAME: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

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

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

COMPANY CONTRACT EXPERIENCE/REFERENCE FORM

Please complete this form and include with proposal.

OFFEROR: _____

The Proposer is to complete this "Contract Experience/Reference Form for **five (5)** contracts of similar scope and complexity performed over the last five (5) years. Contracts may be from both private and public sector clients.

Company/Institution Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Contract Location (s): _____

Contract Type: _____

Contract Value: _____

Contract Sales Volume: _____

Description of Services Performed:

COMPANY CONTRACT EXPERIENCE/REFERENCE FORM

Please complete this form and include with proposal.

OFFEROR: _____

The Proposer is to complete this “Contract Experience/Reference Form for **five (5)** contracts of similar scope and complexity performed over the last five (5) years. Contracts may be from both private and public sector clients.

Company/Institution Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Contract Location (s): _____

Contract Type: _____

Contract Value: _____

Contract Sales Volume: _____

Description of Services Performed:

COMPANY CONTRACT EXPERIENCE/REFERENCE FORM

Please complete this form and include with proposal.

OFFEROR: _____

The Proposer is to complete this "Contract Experience/Reference Form for **five (5)** contracts of similar scope and complexity performed over the last five (5) years. Contracts may be from both private and public sector clients.

Company/Institution Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Contract Location (s): _____

Contract Type: _____

Contract Value: _____

Contract Sales Volume: _____

Description of Services Performed:

KEY PERSONNEL
(Must be completed for all key personnel)

Please complete this form and include with proposal.

OFFEROR: _____

1. KEY PERSONNEL TO BE ASSIGNED:

PERSON'S NAME: _____

SUPERVISOR: _____

BACK UP MANAGER: _____

1.1 EDUCATIONAL BACKGROUND:

Institution	Degree/Diploma/Certificate	Major (if any) Date of Degree or H.S Diploma

1.2 EMPLOYMENT HISTORY *: (*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD: _____ DURATION BY DATE: _____

EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD: _____ DURATION BY DATE: _____

KEY PERSONNEL - con't

EMPLOYER'S NAME: _____
DATES OF EMPLOYMENT: _____
POSITION HELD: _____ DURATION BY DATE: _____

EMPLOYER'S NAME: _____
DATES OF EMPLOYMENT: _____
POSITION HELD: _____ DURATION BY DATE: _____

1.3 SIMILAR RELEVANT PROJECT EXPERIENCE/REFERENCES:

On the following pages provide a **full** description of Key Person's project experience, including their role and the services they performed on a similar project. (Note: As indicated in the solicitation document, references are to be **project references not employment references.**)

NAME: _____
COMPANY NAME: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

DESCRIPTION OF HOW THE CONTRACT WAS CONDUCTED:

START AND END
DATES: _____

WHY IS THE CONTRACT RELEVANT TO THE UNIVERSITY'S NEED?

KEY PERSONNEL - con't

NAME: _____
COMPANY NAME: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

DESCRIPTION OF HOW THE CONTRACT WAS CONDUCTED:

START AND END
DATES: _____

WHY IS THE CONTRACT RELEVANT TO THE UNIVERSITY'S NEED?

NAME: _____
COMPANY NAME: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

DESCRIPTION OF HOW THE CONTRACT WAS CONDUCTED:

START AND END
DATES: _____

WHY IS THE CONTRACT RELEVANT TO THE UNIVERSITY'S NEED?

KEY PERSONNEL - con't

NOTE: For each key Person, the vendor may attach other relevant similar projects experience to this form

ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):

APPENDIX G

CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN

Ref: Maryland Board of Public Works Advisory Number 2013-1

1. The undersigned certifies that, in accordance with State Finance & procurement Article §17-705:

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

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

Or;

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

Company Name

Signature

Title

Print

Date

Note: List is available at: <http://bpw.maryland.gov>
Click on "Debarments"

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

TECHNICAL PROPOSAL DUE DATE: _____

NAME OF PROPOSER _____

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

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

Signature

Printed Name

Title

Date

SCHEDULE MBE**1.33 Minority Business Enterprise Requirements****1.33.1 Establishment of Goal and Subgoals.**

An overall MBE subcontractor participation goal of 0% of the total contract dollar amount has been established for this procurement.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

There are no MBE subcontractor participation subgoals for this procurement.

1.33.2 Attachments -1 to -5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

Attachment -1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must submit with Bid/Proposal)
Attachment -1B	Waiver Guidance
Attachment -1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment -2	Outreach Efforts Compliance Statement
Attachment -3A	MBE Subcontractor Project Participation Certification
Attachment -3B	MBE Prime Project Participation Certification
Attachment -4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment -4B	MBE Prime Contractor Report
Attachment -5	Subcontractor/Contractor Unpaid MBE Invoice Report
Attachment G.	<u>Liquidated Damages Provisions for Non-Construction Contracts Containing MBE Participation Goals</u>

1.33.3 A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment -1A) whereby:

- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- (c) A Bidder/Offeror requesting a waiver should review Attachment -1B (Waiver Guidance) and -1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Bidder/Offeror fails to submit a completed Attachment _-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

- 1.33.4 Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment _-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
- 1.33.5 Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.
- (a) Outreach Efforts Compliance Statement (**Attachment _-2**).
 - (b) MBE Prime/Subcontractor Project Participation Certification (**Attachment _-3A/3B**).
 - (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
 - (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

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

- 1.33.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
- (a) **Attachment _-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
 - (b) **Attachment __- 4B** (MBE Prime Contractor Report)
 - (c) **Attachment _-5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).
- 1.33.8 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment __ -1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.

- 1.33.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment -1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract – **Attachment** ____, Section ____).
- 1.33.10 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract - **Attachment** ____, Section ____).
- 1.33.11 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment __-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment __-1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

1.33.12 With respect to Contract administration, the Contractor shall:

- (a) Submit by the ____ of each month to the Agency's designated representative:
- i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment __-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - ii. (If Applicable) An MBE Prime Contractor Report (Attachment __-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the ____ of each month to the Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment __-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
- (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
- (f) The liquidated damages provisions of Attachment G for non-construction procurements and Attachment H for construction procurements shall apply for all contracts awarded with MBE participation goals

**MBE ATTACHMENT __-1A:
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE**

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS code is in the graduated status if the term "Graduated" follows the code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
- ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
- ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
- ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
- ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.

http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf

6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**

- ✓ Regular Dealer (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value:

\$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products 5% x 60% = 3%

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- ✓ **Manufacturer:** A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
 - ✓ **Broker:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
 - ✓ **Furnish and Install and other Services:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.
9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.
- Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.
10. **CAUTION:** The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in Part 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in Part 2- for this solicitation. If a bidder/offeree is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeree must request a waiver in Part 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).
11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

Total African American MBE Participation: _____ %
Total Asian American MBE Participation: _____ %
Total Hispanic American MBE Participation: _____ %
Total Women-Owned MBE Participation: _____ %

Overall Goal

Total MBE Participation (include all categories): _____ %

PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and the Schedule in Part 3 with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. RFP 88875, I affirm the following:

1. **MBE Participation (PLEASE CHECK ONLY ONE)**

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 1 percent and all of the following subgoals:

0 percent for African American-owned MBE firms

0 percent for Hispanic American-owned MBE firms

0 percent for Asian American-owned MBE firms

0 percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete Part 3 - MBE Participation Schedule and Part 4 Signature Page in order to be considered for award.

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete Part 3, the MBE Participation Schedule and Part 4 Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I **must** complete Part 4 Signature Page in order to be considered for award.

Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment __-1C)
- (b) Outreach Efforts Compliance Statement (Attachment __-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments __-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

Information Provided to MBE firms

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

PART 3 - MBE PARTICIPATION SCHEDULE

SET FORTH BELOW ARE THE (i) CERTIFIED MBEs I INTEND TO USE, (ii) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (iii) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% x 60% = _____%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) _____%</p> <p>Description of the Work to be performed with MBE prime's own forces: _____</p>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____ %</p> <p>Description of the Work to be Performed: _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____ %</p> <p>Description of the Work to be Performed: _____</p>

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that for the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____ %</p> <p>Description of the Work to be Performed: _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker _____ %</p> <p>Description of the Work to be Performed: _____</p>

Continue on separate page if needed

PART 4 – SIGNATURE PAGE

**To complete Affidavit committing to MBE(s) or requesting waiver,
bidder/offeror must sign below**

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT B-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take

into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and

2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment 1-C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment 2).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment 1-C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 1-C, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Exhibit A

MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____

(Name of Minority firm)

located at _____

(Number)

(Street)

(City)

(State)

(Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative **Title** **Date**

C. MDOT Certification # Telephone #

.....

1. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor Title Date

MBE ATTACHMENT C-1C

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I affirm that I have reviewed Attachment ___-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment ___-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

**PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO
MBE FIRMS**

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 1-B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 2 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

MBE Attachment - 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

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

In conjunction with the bid/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: _____

4. **Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): _____

5. **Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MBE Attachment __-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT __-1A) WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$ _____ which equals to ____% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

<p>PRIME CONTRACTOR Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>	<p>SUBCONTRACTOR Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>
---	--

MBE Attachment __-3B
MBE PRIME - PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT __-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to _____% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative: _____

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

MBE Attachment __-4A
(Department)
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

<p>Report #: _____</p> <p>Reporting Period (Month/Year): _____</p> <p>Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided.</p> <p>Note: Please number reports in sequence</p>	<p>Contract #: _____</p> <p>Contracting Unit: _____</p> <p>Contract Amount: _____</p> <p>MBE Subcontract Amt: _____</p> <p>Project Begin Date: _____</p> <p>Project End Date: _____</p> <p>Services Provided: _____</p>
---	---

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	Fax:	E-mail:	
MBE Subcontractor Name:		Contact Person:	
Phone:	Fax:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
	<u>Invoice#</u>	<u>Amount</u>	
1.			1.
2.			2.
3.			3.
4.			4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	

- If more than one MBE subcontractor is used for this contract, you must use separate __-4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment __-4B
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Signature: _____ Date: _____
 (Required)

Print Name: _____ Title: _____

Regina Spencer
 University of Maryland, Baltimore
 Strategic Sourcing and Acquisition Services
 220 Arch Street, Rm. 02-100
 Baltimore, MD 21201 Phone: 410.706.8304 Fax: 410.706.8577 eMail: rspencer@umaryland.edu

This form must be completed monthly by all MBE subcontractors.

Sample MBE ATTACHMENT D-5

Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:																																
MDOT Certification #:																																
Contact Person:		E-mail:																														
Address:																																
City:	State:	ZIP:																														
Phone:	Fax:																															
Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table border="1"> <thead> <tr> <th></th> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$		_____	List dates and amounts of any unpaid invoices over 30 days old. <table border="1"> <thead> <tr> <th></th> <th><u>Invoice Amt</u></th> <th><u>Date</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$		_____
	<u>Invoice Amt</u>	<u>Date</u>																														
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3.																																
Total Dollars Paid: \$		_____																														
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Unpaid: \$		_____																														
Prime Contractor:		Contact Person:																														

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

Signature: _____ Date: _____
(Required)

Print Name: _____ Title: _____

Regina Spencer University of Maryland, Baltimore Strategic Sourcing and Acquisition Services 220 Arch Street, Rm. 02-100 Baltimore, MD 21201 Phone: 410.706.8304 Fax: 410.706.8577 eMail: rspencer@umaryland.edu
--

MBE Attachment __-4B

(Department)
Minority Business Enterprise Participation
MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ MBE Prime Contractor: Report is due to the MBE Liaison by the __ of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
---	--

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:

Invoice Number	Value of the Work	NAICS Code	Description of the Work

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Signature: _____ Date: _____
 (Required)

Print Name: _____ Title: _____

Regina Spencer University of Maryland, Baltimore Strategic Sourcing and Acquisition Services 220 Arch Street, Rm. 02-100 Baltimore, MD 21201 Phone: 410.706.8304 Fax: 410.706.8577 eMail: rspencer@umaryland.edu
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MBE ATTACHMENT __-5
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the ____ of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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MBE Subcontractor Name: _____																															
MDOT Certification #: _____																															
Contact Person: _____	E-mail: _____																														
Address: _____																															
City: _____	State: _____	ZIP: _____																													
Phone: _____	Fax: _____																														
Subcontractor Services Provided:																															
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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2.																															
3.																															
Total Dollars Unpaid: \$ _____																															
Prime Contractor: _____		Contact Person: _____																													

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Signature: _____

Date: _____

Regina Spencer University of Maryland, Baltimore Strategic Sourcing and Acquisition Services 220 Arch Street, Rm. 02-100 Baltimore, MD 21201 Phone: 410.706.8304 Fax: 410.706.8577 eMail: rspencer@umaryland.edu (Required)
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Print Name: _____ Title: _____

Liquidated Damages Provisions for Non-Construction Contracts Containing MBE Participation Goals

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **\$30.59** per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$ **107.07** per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- e. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: **\$100.00** per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.”

APPENDIX J

(Page 1 of 6)

PRICE PROPOSAL

Bidders must complete all Price Sheets in this RFP and fill in all lines and complete extension. If line item is not applicable/no charge, please enter “0” in the appropriate field(s).

Bidders are not to alter, add to, and/or delete anything from the Price Sheets and must complete the actual Price Sheets provided.

OPTION 1 – Cost Per Click

Managed Print Services							
FLAT RATE							
	A		B		C	D	E
	Cost Based on Per Copy/Print Rate		*Based on estimated Annual Volume (provided on page 13 in RFP)		Annual Cost Projection (A x B) = C	Multiplied by 7 years	Total Cost Projection for Option 1 (over 7 year term) (C x D) = E
Black and White	\$ _____		43,413,694		\$ _____	x 7	\$ _____
Color	\$ _____		6,894,153		\$ _____	x 7	\$ _____

NOTE: * The quantities provided are estimates and the University cannot guarantee any volume of services/tasks to the successful Contractor.

PRICE PROPOSAL

OPTION 2 - Lease

ITEM CATEGORY 1 – Black and White / B&W

Features: Equivalent or exceeding features/functionality that will provide equal or better performance, image resolution, media versatility, and paper capacity as listed in Section III Technical Requirements and Specifications. If any item listed under optional features is included as part of the base configuration please mark “standard” on the price line. Please complete an individual sheet for each available device in the 20 to 75 page per minute range.

Make/Model _____

Engine speed/pages per minute _____

Standard Features _____

Base Model Purchase Cost \$ _____

Optional Features:

:	Price
Dual scan document feeder _____	\$ _____
Inner stapler finisher _____	\$ _____
Stapler/sorter finisher _____	\$ _____
Inline 2/3 hole punch unit _____	\$ _____
Fax kit _____	\$ _____
Copy desk/storage cabinet _____	\$ _____

Additional paper tray options (please specify # of trays available, sheet capacity, and media specifications for each)

_____	\$ _____
_____	\$ _____
_____	\$ _____

Please list any features in addition to those listed in Section III Technical Requirements and Specifications:

Feature:	Price
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

PRICE PROPOSAL

ITEM CATEGORY 2 - COLOR

Features: Equivalent or exceeding features/functionality that will provide equal or better performance, image resolution, media versatility, and paper capacity as listed in Section III Technical Requirements and Specifications. If any item listed under optional features is included as part of the base configuration please mark "standard" on the price line. Please complete an individual sheet for each available device in the 20 to 75 page per minute range.

Make/Model _____

Engine speed/pages per minute _____

Standard Features _____

Base Model Purchase Cost \$ _____

Optional Features:

	Price
Dual scan document feeder _____	\$ _____
Inner stapler finisher _____	\$ _____
Stapler/sorter finisher _____	\$ _____
Inline 2/3 hole punch unit _____	\$ _____
Fax kit _____	\$ _____
Copy desk/storage cabinet _____	\$ _____

Additional paper tray options (please specify # of trays available, sheet capacity, and media specifications for each)

_____	\$ _____
_____	\$ _____
_____	\$ _____

Please list any features in addition to those listed in Section III Technical Requirements and Specifications:

Feature:	Price
_____	_____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

PRICE PROPOSAL

OPTION 3 - Purchase

ITEM CATEGORY 1 – Black and White / B&W

Features: Equivalent or exceeding features/functionality that will provide equal or better performance, image resolution, media versatility, and paper capacity as listed in Section III Technical Requirements and Specifications. If any item listed under optional features is included as part of the base configuration please mark “standard” on the price line. Please complete an individual sheet for each available device in the 20 to 75 page per minute range.

Make/Model _____

Engine speed/pages per minute _____

Standard Features _____

Base Model Purchase Cost \$ _____

Optional Features:

	Price
Dual scan document feeder _____	\$ _____
Inner stapler finisher _____	\$ _____
Stapler/sorter finisher _____	\$ _____
Inline 2/3 hole punch unit _____	\$ _____
Fax kit _____	\$ _____
Copy desk/storage cabinet _____	\$ _____

Additional paper tray options (please specify # of trays available, sheet capacity, and media specifications for each)

_____	\$ _____
_____	\$ _____
_____	\$ _____

Please list any features in addition to those listed in Section III Technical Requirements and Specifications:

Feature:	Price
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

PRICE PROPOSAL

ITEM CATEGORY 2 - COLOR

Features: Equivalent or exceeding features/functionality that will provide equal or better performance, image resolution, media versatility, and paper capacity as listed in Section III Technical Requirements and Specifications. If any item listed under optional features is included as part of the base configuration please mark "standard" on the price line. Please complete an individual sheet for each available device in the 20 to 75 page per minute range.

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Inner stapler finisher _____	\$ _____
Stapler/sorter finisher _____	\$ _____
Inline 2/3 hole punch unit _____	\$ _____
Fax kit _____	\$ _____
Copy desk/storage cabinet _____	\$ _____

Additional paper tray options (please specify # of trays available, sheet capacity, and media specifications for each)

_____	\$ _____
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_____	\$ _____

Please list any features in addition to those listed in Section III Technical Requirements and Specifications:

Feature:	Price
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

ALTERNATE SOLUTION PROPOSAL

OPTIONAL

Please attach vendor supplied optional pricing solution.

APPENDIX K

Mandated Contractor Reporting of Suspected Child Abuse & Neglect

The University of Maryland, Baltimore (UMB) and the University System of Maryland (USM) are committed to protecting the safety and welfare of children who come into contact with the UMB community. Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. *See* Maryland Code Annotated, Family Law Article, Sections 5-701 through 5-708. A copy of the above-referenced USM/UMB Policy and Procedures are available at: <http://www.umaryland.edu/oac/report-a-concern/report-suspected-child-abuse-or-neglect/> The Policy and Procedures are incorporated herein.

Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – *Policy on the Reporting of Suspected Child Abuse and Neglect*, as well as the UMB *Procedures for Reporting Suspected Child Abuse and Neglect*. Specifically, contractors performing work on campus must report suspected child abuse or neglect orally or in writing to: (a) the local department of social services or law enforcement agency; and (b) the University President’s Designee (i.e. the UMB Chief Accountability Officer), if the suspected child abuse or neglect: (i) took place in UMB facilities or on UMB property; (ii) was committed by a current or former employee or volunteer of the USM; (iii) occurred in connection with a UMB sponsored, recognized or approved program, visit, activity, or camp, regardless of location; or (iv) took place while the victim was a registered student at UMB.

UMB reserves the right to terminate this contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of UMB, termination is necessary to protect the safety and welfare of children who come into contact with the UMB community.

Pre-proposal Conference Webex Call-In Information

[Join Webex meeting](#)

Meeting number (access code): 120 396 5287 Meeting password: eeBnTrx3p73

Join from a video system or application

Dial [1203965287@umaryland.webex.com](tel:1203965287@umaryland.webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

Tap to join from a mobile device (attendees only)

+1-202-860-2110,,1203965287## United States Toll (Washington D.C.)

+1-415-655-0001,,1203965287## US Toll

Join by phone

+1-202-860-2110 United States Toll (Washington D.C.)

+1-415-655-0001 US Toll

[Global call-in numbers](#)

Join using Microsoft Lync or Microsoft Skype for Business

Dial [1203965287.umaryland@lync.webex.com](tel:1203965287.umaryland@lync.webex.com)

[Can't join the meeting?](#)

APPENDIX M

Contract Requirement For Conducting Business During Covid-19

All contractors on UMB property must follow the guidelines on the UMB Recovery – Novel Coronavirus (COVID 19) website at this address: <https://www.umaryland.edu/coronavirus/content/campus-operations/covid-19-visitors-guidance.php>.

University of Maryland (UMD) Contractor Requirements for Conducting Business on Campus during COVID-19

Updated 10-14-2020 (changes are highlighted in yellow)

All contractors, vendors, service providers (together, "Contractors"), Contractor personnel, subcontractors, and subcontractor personnel working on the University of Maryland College Park ("UMD") campus and in UMD off-campus buildings and other facilities (together, "Campus") are expected to comply with the requirements contained in this document during the COVID-19 pandemic.

Contractors are responsible for ensuring that their subcontractors, including subcontractor personnel, comply with this Guidance. All references to Contractor personnel requirements also apply to subcontractor personnel.

1. **Documentation.** Contractors are required to have a written Infectious Disease Exposure Control Plan and/or written Safe Work Guidance document for COVID-19 exposure controls. This document must be readily available either in an on-line or paper document for review upon UMD's request.
2. **Compliance with Executive Orders, Laws, Regulations, Ordinances, and Government Guidance.** Contractors must manage project sites, work areas, and work activities in accordance with all COVID-19 Federal, State, and local laws, regulations, ordinances, and guidance. UMD expects all on premise Contractor personnel to follow specific guidance related to COVID-19 issued by government agencies including, but not limited to, OSHA, Maryland Department of Health, CDC, Prince George's County Department of Health, and UMD's Department of Environmental Safety, Sustainability and Risk. In instances where guidances are not in alignment, the contractor is to follow the most stringent guidance available.
3. **Community Protection.** Contractors are responsible for ensuring employees have face coverings and disinfection supplies identified for COVID-19 exposure controls and ensuring that contractor personnel are appropriately using such equipment and supplies. In the case of subcontractors performing work on UMD premises, the Contractor is responsible for ensuring that its subcontractors are compliant with UMD COVID-19 requirements for work performed on Campus.

All Contractor personnel are required to use face coverings when (a) entering and leaving buildings and while inside buildings, (b) interacting with UMD employees, students, and other individuals, and (c) when in outdoor public spaces where physical distancing cannot be maintained. This applies to all UMD facilities and spaces.

4. **Training and Access to Information.** Contractors are required to ensure that all employees and subcontractors, who are engaged in work on Campus, have been appropriately trained and have access to information addressing controls for the transmission of COVID-19, including but not limited to physical distancing, good hand hygiene, cough/sneeze etiquette, and effective use of face coverings and other personal protective equipment.
5. **Physical Distancing.** While engaged in work on Campus, Contractor personnel must maintain physical distancing (greater than 6 feet between persons) when entering and leaving buildings, while inside all buildings, and when moving through public spaces on Campus, unless maintaining physical distancing would, in the Contractor's professional opinion, (a) create a work hazard, or (b) impede completing the work. If Contractor personnel are not able to maintain physical distancing, they must wear face coverings.

6. **Hand Hygiene.** Contractor personnel are expected to maintain good hand hygiene practices, including but not limited to frequent hand washing or, in areas without access to soap and water, frequent use of hand sanitizer containing at least 60% alcohol.

Contractor personnel shall refrain from shaking hands with others.

In specific instances, such as performing work in research laboratories, use of protective gloves (examination gloves) may be required. In these instances, Contractor personnel must put on and take off gloves in the research area. Contractor personnel must dispose of gloves in laboratory trash or as indicated by the Campus Department Host, not in hallway or restroom trash cans.

7. **High Touch Surface Cleaning.** Contractor personnel must clean and disinfect high touch surfaces used by personnel in carrying out their work. After conducting work, or during regular intervals throughout the day, Contractor personnel must clean and disinfect high touch surfaces. High touch areas include, but are not limited to, elevator buttons, doorknobs/handles, stairwell railings, light switches, equipment, chairs.

Contractors are responsible for providing and using disinfectants with registration numbers on the EPA List N Disinfectants for Use Against SARS-COV-2 for disinfecting surfaces touched or otherwise used by Contractor personnel.

When conducting work in UMD facilities, Contractor personnel shall not prop open doors.

8. **Symptom Monitoring.** It is the Contractor's responsibility to ensure that employees reporting to a job site on the UMD campus are not ill. Contractors are required to perform daily symptom monitoring, for COVID-19 symptoms as defined by the CDC, for all employees who are engaged in work on UMD's campus. Appendix 1 is the UMD Symptom Monitoring Checklist for informational purposes. Contractors should not submit any employee health or symptom information to UMD.
9. **COVID Testing for Contractor Personnel.** In situations when the Contractor's work is expected to result in close contact of Contractor personnel with UMD students or employees, Contractor personnel must have a PCR-based COVID-19 test no more than 14 days prior to arriving on campus or a UMD facility and receive a negative result. Close contact is defined as being within 6 feet of another individual for a period of at least 15 minutes. It is the Contractor's responsibility to maintain appropriate records in support of this requirement and provide confirmation of test results upon request. Do not submit test results to UMD.
10. **Personnel COVID-19 Illness Reporting.** UMD expects Contractors to report, within 4 hours of notification, any COVID-19 illness among Contractor personnel actively engaged in work on UMD's Campus. Contractors and Contractor personnel must comply with the following practices:
 - a. Contractor personnel are not to come to the UMD Campus if they are feeling unwell for any reason.
 - b. Contractor personnel who feel unwell while on campus are to follow their Company's procedures for reporting illness and leave campus.
 - c. Contractors must report to UMD Campus Department Host, within 4 hours of being notified, any known or presumed positive COVID-19 test, as determined by a healthcare provider, among Contractor and/or Subcontractor personnel actively engaged on Campus, or previously engaged on Campus during their infectious period (as per a healthcare provider's evaluation). Should a Contractor learn of a COVID-19 positive test of Contractor/Subcontractor personnel the Contractor must report the following information to the Campus Department Host:
 - i. Contractor/Subcontractor Company name and key contact information.

- ii. The last date the Contractor/Subcontractor employee worked on Campus.
- iii. Specific locations where services were rendered by the Contractor/Subcontractor employee of concern. Location information must include the building name(s), room number(s), wing(s), floor(s), jobsite(s), and if the site had controlled entry by the Contractor or its subcontractor.
- iv. A description of the activities in which the Contractor employee of concern was engaged.
- v. Names of any UMD faculty, staff, or students known or suspected to have interacted with the Contractor employee of concern.
- vi. For project job sites, actions intended to clean and disinfect affected jobsite areas and confirmation that Contractor has carried out those actions.

Emergencies and Additional Information

For all emergencies that occur on UMD's Campus, contact emergency services at: **301-405-3333**. Notify the Campus Department Host as soon as conditions allow. Follow all Contractor policies for injury/incident reporting.

For safety questions, the Campus Department Host is the main point of contact.

Contractor Employees with UMD Affiliate Status

The following requirements are in addition to those listed above for all Contractor employees with UMD Affiliate Status.

Affiliates who plan to return to campus or a UMD facility are required to follow the same protocols as employees for COVID-19 testing and symptom monitoring.

1. **COVID-19 Testing:** All affiliates must comply with testing requirements for employees. Details can be found on the [UMD COVID-19 Testing Information website](#).
2. **Confirmation of Test Results:** Affiliates should confirm their negative test at return.umd.edu. Go to the Faculty/Staff/Affiliate area and select "Confirm Test Results".
3. **Symptom Monitoring:** All affiliates must complete the online Daily Symptom Check before coming to campus or a UMD facility each day. On return.umd.edu, go to the Faculty/Staff/Affiliate area and select "Daily Symptom Check".

Appendix 1

UMD COVID-19 Symptom Monitoring Checklist

Do not check “yes” if a symptom is related to a long term health condition.

YES

NO

	YES	NO
Temperature of 100.4F or higher		
Chills		
New onset cough		
Trouble breathing		
Sore throat		
Unusual sinus pain		
New loss of taste or smell		
Nausea or vomiting		
Headache		
Muscle or body aches		
Excessive fatigue		
Diarrhea		
Are you waiting for results of a COVID-19 test you had because you had symptoms or were exposed?		
Are you caring for someone with COVID19 or possible COVID-19 infection?		

Note: This symptom monitoring checklist is provided for information only. Contractors should not submit any employee health or symptom information to UMD.