

UMBC

AN HONORS UNIVERSITY IN MARYLAND

UNIVERSITY OF MARYLAND BALTIMORE COUNTY REQUEST FOR PROPOSAL # BC-20867-P FOR

MARKETING RESEARCH FOCUS GROUPS

ISSUE DATE: MARCH 5, 2013

SIGNIFICANT MILESTONES	TIME:	DATE
Issue Date	4:00 PM	March 5, 2013
Deadline for Questions	4:00 PM	Wednesday, March 13, 2013
Technical & Price Proposal Due Date	2:00 PM	Friday, March 22, 2013
Oral Presentation Session	TBA	Wednesday, April 10, 2013 and Thursday, April 11, 2013

WARNING: Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

UNIVERSITY OF MARYLAND BALTIMORE COUNTY
1000 Hilltop Circle
Baltimore, Maryland 21250
www.umbc.edu

NOTE: THE UMBC CAMPUS IS CLOSED FOR SPRING BREAK ON MONDAY, MARCH 18, 2013; TUESDAY, MARCH 19, 2013 AND WEDNESDAY, MARCH 20, 2013.

MARKETING RESEARCH FOCUS GROUPS
RFP # BC-20867-P

TABLE OF CONTENTS

	PAGE:
Section 1 - GENERAL INFORMATION	3
Section 2 - UMBC REQUIREMENTS	9
Section 3 – PROPOSALS, EVALUATIONS AND FORMS	13
Section 4 - TERMS AND CONDITIONS OF THE PROPOSAL	23
Appendix A - TECHNICAL PROPOSAL FORMS	
Appendix B - PRICE PROPOSAL FORM	
Appendix C - CONTRACT FORMS	
Appendix D - OTHER GENERAL INFORMATION FOR PROPOSERS	

**REQUEST FOR PROPOSAL
FOR
MARKETING RESEARCH FOCUS GROUP**

SECTION 1 - GENERAL INFORMATION

- 1.1 **Objective.** The University of Maryland Baltimore County (UMBC or the University) is soliciting proposals for a firm to provide two distinct but related focus group projects that will support UMBC's enrollment management planning and strategy.
- 1.2 **Background.** UMBC is a public research university that attracts high-achieving students to its undergraduate and graduate programs in the liberal arts, sciences, and engineering. Founded in 1966, UMBC is classified by the Carnegie Foundation as Research Extensive and boasts an impressive array of scholarly and research awards. The campus' externally funded research portfolio, now in excess of \$87 million, has more than doubled over the past 5 years. With a remarkable collection of cutting-edge research laboratories, research centers and institutes, and excellent teaching and research facilities, UMBC is well positioned to continue its growth as a leading research university.

UMBC's 9,464 undergraduates and 2,577 graduate students come from 45 states and 90 foreign countries. Its faculty is deeply committed to providing a distinctive and rich undergraduate experience including opportunities for faculty guided research. At the doctoral level, last year UMBC awarded 75 Ph.D.s in 17 disciplines. A campus community recognized for its cultural diversity, UMBC is home to the nationally known Meyerhoff Scholarship Program.

The 500-acre campus near Baltimore-Washington International Airport has a budget of approximately \$331 million and has a full-time instructional faculty of about 636 members. UMBC is one of eleven institutions in the University System of Maryland and is accredited by the Middle States Association of Colleges and Secondary Schools.

Additional information about UMBC can be found at the University's web site, at <http://www.umbc.edu>.

- 1.3 **Issuing Office/Point of Contact.** The sole point of contact at UMBC for purposes of this Request for Proposal (RFP) is the Procurement Officer:

Delores R. Pertee
University of Maryland Baltimore County
Department of Procurement Services
Room 301, Administration Building
1000 Hilltop Circle
Baltimore, MD 21250
Voice: (410)-455-3915
FAX: (410) 455-1009
E-mail: dpertee@umbc.edu

1.4 **Proposer Contacts:**

To insure that RFP documentation and subsequent information (i.e., addenda, clarifications, etc.) is directed to the appropriate person(s) within the Proposer's firm, each Proposer who receives a copy of this solicitation or becomes aware of the solicitation by other means and is interested in participating is required to contact the Issuing Office immediately and provide the following information:

- Name of primary contact (to whom information should be directed)
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact

1.5 **Pre-Proposal Conference.** There will be no pre-proposal conference.

1.6 **Interpretation of RFP:**

If the Proposer finds any perceived conflict, error, omission or discrepancy on or between the specifications, attachments, or any of the Contract documents, the Proposer may submit a written request to the Issuing Office for an interpretation or clarification before the deadline for questions and inquiries.

Any interpretation of the Contract documents made by any party other than the Procurement Officer, or in any manner other than a written response, is not binding and the Proposer may not rely upon any such interpretation. The Proposer may not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract documents, or incorrectly assumed conditions regarding the nature or character of the work, if no request for interpretation was made by the Proposer prior to the deadline for questions.

1.7 **Inquiries.** Prospective Proposers may contact the University only at meetings with the Procurement Officer or in written communications with the Procurement Officer. Inquiries may be submitted in writing, faxed or emailed to the Procurement Officer up to **Wednesday, March 13, 2013 by 4:00 pm**, the last day for questions.

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. Copies of the addendum will be forwarded to each known recipient of the RFP and will be posted to the eBid Board at www.umbc.edu/adminaffairs/procurement/EBidB.shtml . It is the responsibility of the vendor to check the website frequently until the opening date for addendums, amendments and changes. Reasonable efforts will be made to avoid the identification of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

- 1.8 **Addenda Acknowledgment.** Prospective Proposers responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL.
- 1.9 **Closing Date.** Sealed technical and price proposals **must** be received no later than **2:00 p.m. on Friday, March 22, 2013** at the following:

University of Maryland Baltimore County
Department of Procurement
1000 Hilltop Circle, Administration Building 301
Baltimore, MD 21250
Attention: Delores R. Pertee

The UMBC campus is closed on Monday, March 18, 2013 through Wednesday, March 20, 2013 for Spring Break.

NOTE: All UMBC mail goes through the UMBC mailroom, so please leave sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 301, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received in Room 301 by the due date in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

- 1.10 **Receipt of Proposals.** Proposals may not be opened publicly; nor, can the identity of persons (individuals or entities) submitting proposals ("Proposers") be disclosed prior to actual contract award. However, a register of proposals, identifying each Proposer, shall be prepared and open to public inspection after the contract award. Proposals shall not be open to public inspection until after the contract award, and then shall be made public only if requested under the provisions of the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland.
- 1.11 **Duration of Proposals.** Proposals submitted in response to this solicitation are irrevocable for 120 days following the closing date. This period may be extended by mutual agreement between the Proposer and the University.
- 1.12 **Rejection or Acceptance of Proposals.** UMBC reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; or to negotiate with

any Proposer, in any manner necessary, to serve the best interest of UMBC and the State of Maryland.

- 1.13 **Cancellation of the RFP.** UMBC may cancel this RFP, in whole or in part, at any time prior to contract award.
- 1.14 **Incurred Expenses.** Neither UMBC nor the State of Maryland is responsible for any expenses that Proposers may incur in preparing and submitting proposals or in making oral presentations of their proposals, if required.
- 1.15 **Minority Business Enterprises.** State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland. This procurement does not have a MBE subcontracting goal due to the nature of the services being provided. For more information on the State's MBE program, please see the MDOT website, at <http://www.mdot.state.md.us/mbe/index.html>.

If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. All questions related to certification must be directed to the Maryland Department of Transportation Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056.

- 1.16 **Assistance in Drafting Specifications.** Under Article 40A, § 3-110, Annotated Code of Maryland, a firm who employs an individual who assists a state agency in drafting specifications for an invitation for bid and/or a request for proposal for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. If a firm has any questions regarding the applicability of this provision of the State Ethics Law, contact the State Ethics Commission, Toll Free phone number 877-669-6085 or see the website www.ethics.gov.state.md.us.
- 1.17 **Subcontractors.** The selected Proposer ("Contractor") shall be solely responsible for all services as required by this RFP. The use of a subcontractor(s) does not relieve the Contractor of liability. UMBC will consider proposals that reflect primary and secondary service providers, or prime/subcontractor relationship. However, there should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner.
- 1.18 **Contract Agreement.** The contract to be entered into as a result of this RFP (the "Contract") shall be by and between the Proposer as contractor and UMBC in the form provided in **Appendix C** of this RFP. By submitting an offer, the Proposer warrants that they have reviewed the contract in **Appendix C** and will execute this contract upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor's attorney's fee.

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and the University and shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in **Appendix C**, (3) the University purchase order; and (4) the Proposer’s response to the RFP and any amendments or changes thereto.

Other University System of Maryland institutions not specifically named in this solicitation document may participate in the contract resulting from this solicitation under the same pricing, terms and conditions of the awarded contract.

1.19 Order of Precedence:

The contract between the parties will be embodied in the contract documents, which will consist of those items named in 1.18 above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.

1.20 Term of Contract. Any contract arising from this RFP action shall commence on the date the contract is executed on behalf of UMBC. The term of the contract will be for the scope of work as defined in Section 2 of the solicitation documents and is anticipated to begin immediately upon contract award (anticipated to be April 19, 2013) and end on June 30, 2013. There is one (1) **additional one-year renewal term available at the sole discretion of the University.**

1.21 Acceptance of Terms and Conditions. By submitting a proposal in response to this RFP, a Proposer shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP.

1.22 Public Information Act:

Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. A statement in a header or footer on each page or contained in a preface or opening paragraph indicating that the entire bid or each page is deemed confidential is not adequate. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. By submitting a response to this solicitation, the Proposer consents to release of all bid documents with the exception of those specific provisions that are noted confidential, proprietary or a trade secret as defined and set forth in the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

Any statements requesting to keep portions of the proposal confidential **must** be included in the cover letter clearing setting forth those specific portions. A mere statement in the preface or notation on each page that the entire proposal is deemed confidential is insufficient for meeting the intent of this requirement nor will Proposers be permitted after the due date and time to designate areas as confidential that were not so noted prior to submission of proposals.

1.23 Payments by Electronic Funds Transfer:

By submitting a response to this solicitation, the Proposer agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds ("EFT") Registration Request Form. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

1.24 Payment. The State of Maryland usually provides payments on a net 30-day basis for UMBC approved invoices. As a state agency, UMBC is normally prohibited from paying for products or services in advance. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UMBC, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

1.25 Access to Contractor Records for Quality Assurance and Auditing Purposes. The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors' representatives, or agents) to provide quality assurance and auditing.

1.25 Procurement Regulations. This solicitation shall be conducted in accordance with University System of Maryland Procurement Policies and Procedures; the procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at www.USMD.edu/Leadership/BoardofRegents/Bylaws/SectionVIII/.

END OF SECTION 1

SECTION 2
UMBC REQUIREMENTS/SCOPE OF SERVICES

A. OVERVIEW

UMBC's undergraduate enrollment has steadily improved over time in quality and quantity. In 2012, the average freshmen two-part SAT score was 1223, and the number of applicants 2010-12 grew 30%, driven in part by our strong regional and national reputation in STEM (science, technology, engineering and math) and innovative programs. The impact has been very positive, but the male skew of our undergraduate student body and the high demand for STEM classes and labs (which can be costly to deliver) also affect retention and graduation rates, financial concerns, and campus culture. To redress the imbalances in gender and fields of study, our undergraduate recruitment strategy in recent years has focused on growing the applicant pool of qualified students not requiring significant financial aid in two majors groups:

- 1) those interested in majoring in the arts, humanities or social sciences
- 2) women.

Note that for UMBC, the particular challenge for, and drop-off in numbers of, women is not so much in the recruitment and admission stages as in the final (yield) period when they decide where to attend.

We have tracked data for these trends using quantitative sources, such as the biannual Admitted Student Questionnaire (ASQ) administered by The College Board, and would now like to gain a deeper understanding of students interested in majoring in arts, humanities or social sciences and women through qualitative research—specifically, focus groups—to better understand:

- 1) for recruitment, the college decision-making process of high school juniors
- 2) for yield, what drives arts, humanities or social sciences students' and female students' final decisions on where to attend.

This RFP seeks a consultant to conduct both projects in spring 2013 for implementation of recommendations during the next recruitment and yield cycles.

B. MANDATORIES:

1. The Marketing Firm must have at minimum five (5) years' experience in focus group research.
2. The proposed Account Representative is to be a direct employee of the firm. No brokers are desired.

C. **SCOPE OF WORK:** Per the above overview, the chosen marketing firm will be required to perform the following duties:

1. Project 1: RECRUITMENT

1.1 Goal:

a) To better understand the college decision-making process of high school juniors interested in majoring in arts, humanities or social sciences, with the ultimate goal of increasing the applicant pool of these students who are academically qualified and can pay full tuition.

1.2 Explore:

a) Perceptions of UMBC as a desirable school for arts, humanities or social sciences

b) Factors—and their relative importance—in deciding where to apply

c) Role and relative importance of parents, peers, siblings, teachers/counselors, other influencers

d) Role and relative importance of media (social and other) in the process

e) Role and relative importance of univ. materials, web, campus visits, etc. in the process

f) Messaging/positioning that is meaningful/appealing to them

g) How UMBC and other schools rank/rate in these areas

h) Opinions of their peers and what they hear from their friends

i) Awareness of UMBC's new Performing Arts and Humanities Building and whether it would have any bearing on the decision to apply to UMBC

1.3 Target:

a) Juniors with interest in majoring in the arts, humanities or social sciences

b) Both female-only groups and mixed-gender groups

c) DC and Baltimore metro areas; possibly also greater Philadelphia (conduct groups in locale)

2. Project 2: YIELD

2.1 Goal:

a) To better understand what drives arts, humanities or social sciences students' final decision on where to attend, with the ultimate goal of more of these students choosing to enroll at UMBC

b) To better understand why those arts, humanities or social sciences students admitted to UMBC who chose not to enroll here went elsewhere

- 2.2 Explore:
 - a) What attracted to them to UMBC; why they applied
 - b) How much of a factor their interest in arts, humanities or social sciences played in that decision
 - c) Perception of UMBC as a place for arts, humanities or social sciences
 - d) What distinguishes UMBC from other schools (in arts, humanities or social sciences and otherwise)
 - e) Whether and how their criteria—or the relative importance of factors—changed between when they applied and when they enrolled

- 2.3 Target
 - a) Arts, humanities or social sciences majors admitted to UMBC in 2012 who chose not to enroll here (respondents to College Board Applied Student Questionnaire)
 - b) Arts, humanities or social sciences majors admitted to UMBC in 2012 who did enroll here
 - c) Both female-only groups and mixed-gender groups

3. Both Projects

- 3.1 Deliverables
 - a) Develop survey instrument with input on questions from UMBC
 - b) Recruit participants. For Recruitment project, recruit participants from purchased list based on target demographics. For Yield project, recruit from list provided by UMBC
 - c) Conduct focus groups (8-12 for each?) at a location not on UMBC campus
 - d) Write and present report of findings and recommendations

4. Project Target Dates

- 4.1 Conduct Focus Groups – May, 2013 (except May 22-May 23, 2013)
- 4.2 Reports Due to UMBC – June, 2013

D. **ADDITIONAL ITEMS:**

1. **Account Management.**

Requirements:

- (a) Contractor will provide competent and experienced staff for the UMBC account, as needed to develop and maintain a positive, productive relationship and to meet all agreed upon project timelines.

(b) UMBC expects that personnel assigned to its project will serve diligently throughout the term of the contract. Each member of the account team shall be assigned for the project duration, unless UMBC should request the replacement of a member or a member leaves the Contractor's employment. Any changes to the account team must be discussed with and any proposed replacements must be approved in writing by UMBC via a contract amendment.

(c) If requested, team personnel shall be available to timely attend all meetings deemed necessary by UMBC to manage the account. The Contractor shall, at no cost to UMBC, attend meetings with appropriate UMBC representatives. These meetings will address UMBC's expectations throughout the contract and projects that are a part of the contracted services. If the Contractor is not located within an hour's driving of UMBC's Catonsville, MD location, the Contractor should be able to participate in video- or tele-conferencing with the UMBC representatives throughout the contract term.

(d) Firms interested in presenting proposals must demonstrate substantial experience and expertise in the development and implementation of marketing research. In addition, the University wishes to draw on the entire strength of the firm, rather than on the skills and abilities of the associates alone, presenting a team approach to this project.

The University works collaboratively with firms and does not generally "hand-off" projects or assignments. Rather, the University works jointly with the firm to reach the end product or goal.

If there are any conflicts of interest, or if there are any potential barriers to complete the performance of this project, the firm should describe these issues in their ability to conduct the services described in this RFP.

END OF SECTION 2

**SECTION 3
PROPOSALS, EVALUATION AND FORMS**

**INTRODUCTION/ OVERVIEW /PROCUREMENT PHASES
ARTICLE 1**

SUMMARY OF PROPOSAL SUBMITTALS/PRESENTATIONS: Responses to the RFP solicitation #BC-205867-P are to consist of the following:

1. **Technical Proposal Submittal** (see Article 2 of this Section 3 for detailed information): All Proposers will be required to submit **one (1) original and six (6) copies [for a total of seven (7) sets]** of the Proposal, which are due by **Friday, March 22, 2013, no later than 2:00 p.m. to the Issuing Office.** (Refer to Section 1, Item 1.3 for more details.) UMBC reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.

2. **Oral Presentation Sessions** (see Article 3 of this Section 3 for detailed information): Only those Proposers who are short-listed based on the initial proposal evaluation will be requested to attend the Oral Presentation Sessions at the University. The date and times of these sessions will be set upon completion of the Initial Evaluation; however, it is anticipated that the Oral Presentation Sessions will be conducted on **Wednesday, April 10, 2013 between 10:00 a.m. – 1:00 p.m., and Thursday, April 11, 2013 between 11:00 a.m. – 2:30 p.m.** so Proposers are advised to **set these dates and times aside, so as to avoid any conflicts.**

The proposed key personnel identified in the technical proposal for this contract **must** attend the Oral Presentation Sessions.

At the time these Sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested key personnel. Following these sessions, a Second Phase Evaluation will be conducted. (See Section 4 for details).

3. **Price Proposal:** Price Proposals are being requested at the same time as the submission of the Technical Proposal and each proposal **must** be submitted as two separate volumes. **Failure to do so may constitute disqualification of a vendor's proposal.** The envelope with the Price Proposal shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL". The Price Proposal Form is included in **Appendix B**. The due date and time for the Technical and Price Proposals is **Friday, March 22, 2013 at 2:00 p.m.** (See Article 3 of Section 3 for further details).

END OF SECTION 3, ARTICLE 1

**SECTION 3
PROPOSALS, EVALUATION AND FORMS**

**TECHNICAL PROPOSAL REQUIREMENTS
ARTICLE 2**

A. **TECHNICAL PROPOSAL:** The Technical Proposal must be submitted as a separate submittal **in a sealed container**. The container shall have the Proposer's name, the RFP Title and RFP number prominently displayed, together with the word, "TECHNICAL PROPOSAL", and shall be delivered on, or before, **Friday, March 22, 2013, on or before 2:00 p.m.** to the UMBC's Procurement Services at the address noted in "Section 1 of the RFP as "The Issuing Office". One (1) original and six (6) copies [for a total of seven (7) sets are to be provided.] The original is to be clearly labeled.

B. **TECHNICAL PROPOSAL REQUIREMENTS:**

1. **Transmittal Letter**

A transmittal letter prepared on the Proposer's business stationery must accompany the original and all copies of each required volume. 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 his/her firm to all statements, including services and prices, contained in the proposal and any RFP addenda. The letter shall include the Name and Address of Proposer, as well as, the person(s) [include a telephone number, telefax number, and e-mail address] responsible for responding to any inquiries or other correspondence related to this RFP or the Proposer's proposal. The letter must also provide detailed information itemizing and explaining any exception to the terms, conditions, and requirements set forth in this RFP.

2. **Proposal Criteria**

Clear, concise, and yet detailed responses to Item C below are to be provided in the proposal.

Note: If the Proposer has multiple firm locations, UMBC is interested in the capabilities and experience of the office that will primarily provide the service to UMBC. Unless otherwise stated below, all requested information about the Proposer is required to be specifically limited to the local office that will serve UMBC's needs.

3. **Signing of Forms**

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

secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

4. **Proposal Affidavit**

University Procurement policies require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Appendix A** of this RFP. Proposers must complete, sign and return this affidavit.

5. **Insurance**

Provide a copy of a Certificate of Insurance verifying your firm's coverage for Commercial General Liability, Excess Liability, Workmen's Compensation, and Automobile Liability inclusive of Errors and Omissions Liability Insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$5,000,000 for each accident.

6. **Acknowledgement Of Receipt Of Addenda Form:**

If any addenda to the solicitation documents are issued prior to the due date and time for proposals, this form (found in **Appendix A**) is to be completed, signed, and included in the Proposer's Technical Proposal.

C. **TECHNICAL PROPOSAL CRITERIA**

The following information must be furnished in the firm's Technical Proposal submittal. Failure to include any of the items listed below may disqualify a firm's response. Criteria are listed in order of importance. Proposer should describe in detail and provide evidence supporting the qualifications below.

All Proposers are to compile their proposals in the order listed below and in response to this RFP. Tabs or dividers are requested in the proposal to separate each criteria response and pages are to be numbered. **NO PRICING INFORMATION IS TO BE PROVIDED IN THE TECHNICAL PROPOSAL.**

1. **Statement of Approach**

Provide a detailed narrative on how your firm would approach this contract. For each project, what are your strategies, what analysis would be provided and reporting structures used? Include discussion on your recommended number of groups per project; Does your firm recommend purchasing and/or renting recruitment lists? How do you handle participant recruiting? Participant incentives? Facility needs and setup? How do you plan to incorporate and meet

the target project dates? Your narrative should be sufficient to allow UMBC to gauge your firm's experience and knowledge in developing, conducting and analyzing focus groups and marketing research.

2. **Firm Experience/References:** Complete an "Experience Form" (found in **Appendix A**) for three (3) contracts where similar services have been provided within the last three (3) years; and provide the dollar value of each contract. At least one (1) of the three contracts must be in a higher academic environment. All are to be similar in size and scope to The University of Maryland Baltimore County.

List the following on each:

- a) Name and address of contract location;
- b) Number of years the contract has been in place;
- c) Owner's name, address, telephone and contact person;
- d) Brief description of the scope of the contract and the services provided by your firm;
- e) Name(s) of the responsible Account Representative within your organization who manages the contract.

The contact person on each Firm Experience Form will serve as a reference for the Proposer's firm. Please insure that the information is accurate to ensure that the references are current and reachable. Such references should be able to speak to your firm's performance on contracts similar to UMBC.

Only the short-listed firm will have their references contacted, however, all firms responding must supply this information within their Technical Proposals submitted on **Friday, March 22, 2013**. During the Second Phase Technical Evaluation, the University will check references of the above contracts.

UMBC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including any person or persons associated with the references. The University also reserves the right to request additional references or contact any known firm associated with the Proposer, as well as, itself even if not provided as a reference by the Proposer. References will be held in the strictest of confidence.

3. **Key Personnel/References - Account Representative:** Submit the resume for the person who will oversee this contract and be the primary point of contact for the University. With the resume, three (3) references of other clients are to be included. The notes above on firm references also apply to the references on this person.

NOTE: Personnel Commitment: By submitting the name of the Account Representative, the Proposer is committing this individual to UMBC for this contract, if awarded. No personnel changes will be permitted without written authorization from the University via a contract amendment.

4. **Company Profile/Background Information:** Complete the “**Company Profile Form**” found in **Appendix A** which includes a description of your company and its history, as well as, the management and ownership structure.

END OF SECTION 3, ARTICLE 2

**SECTION 3
PROPOSALS, EVALUATION, AND FORMS**

**ARTICLE 3
INTERVIEW/ORAL PRESENTATIONS**

1. **OVERVIEW:** Only Those Proposers whose Technical Proposals achieve the required 75% minimum or better technical score and are short-listed will be requested to participate in an Oral Presentation at the University.

2. **SCHEDULE:** The date and time of the Oral Presentation Session will be set by the University upon completion of the initial proposal evaluation, however, these sessions are anticipated to be held on **Wednesday, April 10, 2013 and Thursday, April 11, 2013.** Proposers are advised to set these date aside to avoid any conflicts. The actual date/ time will be verified with the applicable Proposers at the time it is requested and will be verified by addendum. The time and date is at the sole discretion of UMBC.

3. **PURPOSES:** The purposes of the Oral Presentation Sessions are as follows:
 - (i) To allow the University to meet the Proposer's Key Personnel;
 - (ii) To allow the University to review and discuss aspects of selected areas of the Proposer's Technical Proposal; and
 - (iii) To provide an opportunity to clarify the University's scope of services to be provided by the successful vendor.

At this time, it is anticipated that each proposer will be requested to have the following personnel attend the oral presentation: the Account Representative, and his/her immediate Supervisor, as well as, any individuals who are needed to assist in the description of any part of the products and services proposed for this RFP.

At the time the Oral Presentations are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested personnel. These sessions are in the form of discussions and not for sales or marketing presentations.

Following the Oral Presentations, the University will conduct the Second Phase Technical Evaluation as described below.

END OF SECTION 3, ARTICLE 3

**SECTION 3
PROPOSALS, EVALUATION, AND FORMS**

**ARTICLE 4
PRICE PROPOSAL**

1. OVERVIEW:

Only those Proposers who achieve the 75% minimum or better technical score and are short-listed after the Second Phase Technical Evaluation will have their Price Proposal opened.

2. PRICE PROPOSAL PHASE: The Price Proposal must be submitted in a separately sealed container. The container shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL".

2.1 Price Proposal Form: The Price Proposal Form is included in **Appendix B**.

2.2 Price Proposals will be opened privately.

END OF SECTION 3, ARTICLE 4

**SECTION 3
PROPOSALS, EVALUATION, AND FORMS**

**ARTICLE 5
EVALUATION AND SELECTION PROCEDURES**

1. Evaluation and Selection Committee

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

2. Evaluation Procedure

2.1 Qualifying Proposals

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

The intent of this RFP is to provide Contractors an opportunity to present their qualifications, experience, and approach to providing the scope of services in relation to the needs of UMBC. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, organizational culture, working style and communications style fit with the University's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

2.2 Technical Evaluation

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and ranking the proposals from most to least advantageous. If used in the evaluation process, numerical point scores will be useful guides but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores

themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.

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 evaluate the proposals on each major criterion. Factors are listed in order of importance.

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

2.2.1 **Initial Technical Evaluation**

An evaluation of the Technical Proposals will be conducted by the University's Evaluation and Selection Committee. The order of importance of the technical criteria is as follows:

- 1) Approach to The Contract
- 2) Firm Experience/References
- 3) Key Personnel/References
- 4) Company Profile/Background Information

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

2.2.2 **Oral Presentation Session:** As noted previously and based on the committee's initial review of proposals, the University intends to invite, without cost to itself, the short listed firms to conduct an Oral Presentation Session to demonstrate their capabilities and expertise as a further consideration in the selection process. Only those contractors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process.

2.2.3 **Second Phase Technical Evaluation**

Following the Oral Presentation Sessions held with the short listed firms, a **Second Phase Technical Evaluation** will be conducted. The order of importance of the technical criteria will remain the same with the discussions at the Oral Presentation Session and the references for the Firm and the Account Representative incorporated into the appropriate criteria; that is, the order of importance will remain as follows:

- 1) Approach to The Contract
- 2) Firm Experience/References
- 3) Key Personnel/References

4) Company Profile/Background Information

In the Second Technical Evaluation, all information provided by the Proposer in the Technical Proposal will be re-evaluated based on the discussions with the short listed firms at the Oral Presentation Session along with the information noted above.

2.2.4 **Final Technical Evaluation:**

The University will establish a ranking of technical proposals from highest to lowest. If a numerical point scoring system is utilized, scores will be normalized, that is the highest ranked proposal will receive 100% of the available technical score with subsequently lower ranked proposals receiving proportionately lower scores. A second shortlist may result from this evaluation. Upon completion of the second phase technical evaluation, all proposers will be notified as to the results of the second phase technical evaluation of his/her firm's technical proposal.

3. **Price Proposal Phase:**

Upon completion of the Second Phase Technical Evaluation, **only** those firms whose technical proposals remain short listed will have their **Price Proposal** opened.

3.3.1 **Price Evaluation**

Price Proposals will **not** be opened publicly. Price Proposals will be evaluated based on the best financial return to the University

3.3.2 **Final Price Evaluation:**

The University will establish a financial ranking of the proposals from lowest to highest total offers.

If a numerical rating is utilized, the highest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently lower offers receiving proportionally lower points.

4. **Discussions.** The University reserves the right to recommend a Proposer for contract award based upon the Proposer's technical proposal and price proposal without further discussions. However, should the Committee find that further discussion would benefit the University, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Proposer(s).

5. **Best and Final Offers.** When in the best interest of the University, the Committee may recommend and the Procurement Officer may permit qualified Proposers to revise their proposals by submitting "Best and Final" offers either during the Technical Phase and/or the Price Proposal Phase of this procurement.

6. Final Ranking and Selection

Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contract to the responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the University based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. **Technical merit will have a greater weight than financial in the final ranking.**

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

The University may select one or more Contractors to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The University reserves the right to make an award with or without negotiations.

END OF SECTION 3

SECTION 4 TERMS AND CONDITIONS OF THE PROPOSAL

- 4.1. Proposer's Responsibility.** Proposers are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions, in writing to the contact at the Issuing Office per "Section 1" of the RFP. A Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.
- 4.2 General Requirement.** Proposals must be made in the official name of the firm or individual under which business is conducted, showing the official business address, state in which it is incorporated or organized (if Proposer is not an individual) and must be signed by a duly authorized person. Proposals must be prepared in writing, simply and economically, providing a straightforward, concise description of the Proposer's proposal for meeting the required specifications of this procurement. Proposers must paginate each proposal volume and are requested to provide tabs to separate responses to the technical criteria.
- 4.3 Confidentiality.** An Proposer should give specific attention to the identification of those portions of the proposal that the Proposer deems to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Proposers are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Proposer's position regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.
- 4.4 Interviews/Oral Presentation.** Vendors who submit proposals may be required to make individual presentations to the University representatives. (See Section 3, Article 3, for further information.).
- 4.5 Evaluation Of Proposals.** Contract Award will be made to the responsible Proposer(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by an University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of a contract to the vendor(s) whose proposal(s) is/are determined to be the most advantageous to the University. (See Section 3 for further information).
- 4.6 Proposal Affidavit And Certifications.** State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc.. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included as **Appendix A** of the RFP.

- 4.7 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.
- 4.8 Multiple Proposals.** Vendors may not submit more than one proposal.
- 4.9 Telegraphic/Facsimile Proposal Modifications.** Vendors may modify their proposals by telegraphic or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the State issuing agency prior to such time and, provided further, the State agency is satisfied that a written confirmation of the modification with the signature of the Proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the State agency until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.
- 4.10 Contractor Responsibilities.** The University of Maryland Baltimore County shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendors(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. UMBC'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 University of Maryland Baltimore County has a reasonable objection. Notification of such objection will be made by UMBC 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.
- 4.11 Public Information Act.** Proposers must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland.
- 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.
- 4.12 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.
- 4.13 Taxes.** University of Maryland Baltimore County 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.

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

4.15 Debriefing Of Unsuccessful Proposers. A debriefing of an unsuccessful Proposer shall be conducted upon written request submitted to the Procurement Officer within 10 days after the Proposer knew or should have known its proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

The debriefing shall be limited to discussion of the unsuccessful Proposer's proposal only and shall NOT include discussion of a competing Proposer's proposal. 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.

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

If the bidder/Proposer has any questions concerning application of the State Ethics law to the bidder/Proposer's participation in this procurement, it is incumbent upon the bidder/Proposer to see advise from the State Ethics Commission; The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll free phone number 877-669-6085, or see the website ethics.gov.state.md.us.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/Proposer to obtain advise 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.

END OF SECTION 4

APPENDIX A

TECHNICAL PROPOSAL FORMS

Firm Experience Form
Company Profile Form
Proposal Affidavit Form
Acknowledgement of Receipt of Addenda Form

APPENDIX A

**MARKETING RESEARCH FOCUS GROUPS – RFP#BC-20867-P
FORM**

EXPERIENCE

EXPERIENCE FORM (Complete for three (3) similar/relevant contracts.)

PROPOSER'S NAME: _____

CLIENT'S NAME: _____

CLIENT'S CONTACT PERSON'S NAME: _____

CLIENT'S ADDRESS: _____

CLIENT'S TELEPHONE NUMBER: _____

TYPE OF CONTRACT: (Check all that apply)

____ **Research** ____ **Private Sector** ____ **Public Sector** ____ **Hospital /Medical**

____ **Academic / Higher Education (1 of the 3 must be in a higher academic environment)**

____ **Other:** **Explain:** _____

CONTRACT DOLLAR SIZE: \$ _____

CONTRACT TERM: FROM: _____ **TO:** _____

NAME OF PROPOSING FIRM'S ACCOUNT REPRESENTATIVE WHO MANAGES THIS CONTRACT:

TYPE OF SERVICES BEING PROVIDED: (PLEASE LIST BELOW)

_____	_____
_____	_____
_____	_____
_____	_____

PROVIDE A BRIEF, BUT DETAILED, DESCRIPTION OF THE SIMILARITIES OF YOUR CONTRACT SCOPE TO THE REQUIREMENTS FOR THE UMBC CONTRACT SCOPE FOR SERVICES:

END OF FIRM EXPERIENCE FORM

APPENDIX A
MARKETING RESEARCH FOCUS GROUPS – RFP#BC-20867-P

COMPANY PROFILE FORM

(Page 1 of 2)

COMPANY NAME: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

OF YEARS IN BUSINESS: _____ NUMBER OF EMPLOYEES: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

NAMES OF PRINCIPAL(S) AND TITLE(S): _____

HEADQUARTERS LOCATION:

LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC AND NUMBER OF EMPLOYEES:

TYPE(S) OF WORK PERFORMED AND SERVICES PROVIDED:

APPENDIX A

MARKETING RESEARCH FOCUS GROUPS – RFP#BC-20867-P

COMPANY PROFILE FORM

(Page 2 of 2)

COMPANY NAME: _____

AVERAGE ANNUAL SALES: 2011 - \$ _____
 2010 - \$ _____
 2009 - \$ _____

2011 - % OF SALES RELATED TO FOCUS GROUP RESEARCH: _____%

BRIEF HISTORY OF THE COMPANY (if preferred, an attachment to this form can be provided):

OTHER COMMENTS/ADDITIONAL INFORMATION:

END OF COMPANY PROFILE FORM

BID/ PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1 341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11 -205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)-(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official, or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

\$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state).

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. REPEALED

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement officer and maybe 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 THE MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

Firm's Federal Employer Identification Number (FEIN): _____
(Authorized Representative and Affiant)

END OF BID PROPOSAL/AFFADAVIT

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: BC-20867-P

TECHNICAL & PRICE PROPOSALS

DUE DATE: FRIDAY, MARCH 22, 2013 at 2:00 P.M.

RFP FOR: MARKETING RESEARCH FOCUS GROUPS

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

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

Signature

Name Printed

Title

Date

END OF FORM

APPENDIX B
PRICE PROPOSAL FORM

PROPOSAL NO.: RFP# BC-20867--P
PRICE PROPOSAL DUE DATE: Friday, March 22, 2013 by 2:00 p.m.
PROPOSAL FOR: MARKETING RESEARCH FOCUS GROUPS
PROPOSER: _____

Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

(Page 1 of 3)

Ms. Delores R. Pertee
Contract Administrator
Department of Procurement
University of Maryland Baltimore County (UMBC)
Administration Building, Room 301
1000 Hilltop Circle
Baltimore, MD 21250

Dear Ms. Pertee:

The undersigned hereby submits the Price Proposal as set forth in RFP# BC-20867-P dated March 5, 2013 and the following subsequent addenda:

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

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

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in this RFP and subsequent addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as UMBC cannot be responsible for Proposer's errors or omissions. Any price proposal that has been accepted by UMBC may not be withdrawn by the vendor.

PROPOSER: _____

PRICE PROPOSAL (Page 2 of 3)

PROJECT #1: RECRUITMENT	Number of Groups	Unit Cost (if applicable)	Total Cost
Purchasing/Renting recruitment list(s)			
Participant Recruiting			
Participant Incentive			
Facility rental, including food for participants and observers			
Your Firm's Cost			
TOTAL FOR PROJECT #1:			
PROJECT #2: YIELD	Number of Groups	Unit Cost (if applicable)	Total Cost
Participant Recruiting			
Participant Incentive			
Facility rental, including food for participants and observers			
Your Firm's Cost			
TOTAL FOR PROJECT #2:			

TOTAL LUMP SUM COST FOR BOTH PROJECTS

Written in Numbers: \$ _____

Written in words:

PROPOSER: _____

PRICE PROPOSAL (Page 3 of 3)

Price evaluation will be based on the total lump sum cost for the project. All costs should include overhead expenses including travel, lodging, food, transportation and all other costs needed to provide the services.

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the original technical proposal remains in effect. The evaluation and subsequent final ranking of proposals will be in accordance of the RFP documents. We understand that technical weighs greater than cost.

We further understand that this Price Proposal includes all costs associated with the provision of the Services per this RFP. We understand that the University reserves the right to award a contract(s) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

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

(Signatures should be placed on following page.)

The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____ FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____
SIGNED _____
Printed Name _____
Title: _____

B. CO-PARTNERSHIP PRINCIPAL

_____ (Name of Co - Partnership)
ADDRESS _____
In Presence of Witness: TELEPHONE NO. _____
_____ as to BY _____
(Partner)
Printed Name: _____
_____ as to BY _____
(Partner)
Printed Name: _____
_____ as to BY _____
(Partner)

C. CORPORATE PRINCIPAL

Printed Name: _____

(Name of Corporation)
ADDRESS _____
TELEPHONE NO. _____
Attest:

[Printed Name of Corporate (or Assistant Corporate)Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]
BY:

Signature of Officer and Title

Printed Name

Title

APPENDIX C

CONTRACT DOCUMENTS

Contract
Contract Affidavit

CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the day of _____, 2013, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland (“University”), 1000 Hilltop Circle, Baltimore, Maryland 21250, and _____ (“Contractor”), for (), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on _____ and terminate on _____.
2. **SCOPE OF CONTRACT:** The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. _____ and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.
3. **COMPENSATION AND METHOD OF PAYMENT:**
 - A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor \$_____.
 - B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is _____.
 - C. 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. **DELIVERY:** Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.
5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
6. **RESPONSIBILITY OF CONTRACTOR:**
 - A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
 - B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.
7. **DISSEMINATION OF INFORMATION:**
 - A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
 - B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.
8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at anytime during the performance of the services be made available to the University

upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

9. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**
- A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
 - B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys' fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.
 - C. If any products furnished by Contractor become, or in Contractor's opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.
10. **DISPUTES:** This Contract shall be subject to the provisions of University System of Maryland 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. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.
11. **NON-DISCRIMINATION IN EMPLOYMENT:** During the performance of this contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the University of Maryland Baltimore County (UMBC); and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.
12. **CIVIL RIGHTS ACT 1964:** Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.
13. **AFFIRMATIVE ACTION:** The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland's Executive Order 01.01.1993.16.
14. **CONFLICT OF INTEREST LAW:** It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation,

- advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.
15. **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.
16. **INTELLECTUAL PROPERTY:** Contractor agrees to indemnify and save harmless the State, 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.
17. **SOFTWARE CONTRACTS:** [Delete if not applicable and insert "N/A"] As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act ("UCITA"), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Contractor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Contractor.
18. **EPA COMPLIANCE:** Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.
19. **TERMINATION OF MULTI-YEAR CONTRACTS DUE TO LACK OF APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State'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 State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State 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.
20. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligation 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 or omissions relied upon as cause for termination. All finished or unfinished work 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 damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University 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 that 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 USM Procurement Policies and Procedures.
22. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under 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 in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
23. **VARIATIONS IN ESTIMATED QUANTITIES:** [Delete is not applicable - if contract does not contain estimated quantity items.] No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.
24. **LIQUIDATED DAMAGES:** [To be included where deemed appropriate by the Procurement Officer or insert "N/A"] 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.
25. **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 the Procurement Officer may determine to be appropriate for the convenience of the University.
26. **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.
27. **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, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
28. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
29. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) 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 the Procurement Officer's designee, at all reasonable times.

30. **AUDIT:** The University reserves the right to request an independent review of the Contractor's financial operations and overall contract compliance ("Review"). The Review would be at the Contractor's expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.
31. **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 approval, if any, necessary to the performance of its obligations under this Contract.
32. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
 - B. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
 - C. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.
33. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows: or insert "N/A" if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
- A. the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
 - B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
 - C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.
34. **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. Each such invoice must reflect the Contractor's federal tax identification number. 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, as from time to time amended, are prohibited.
35. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

36. **INDEMNIFICATION**: The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
37. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES**: Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.
38. **USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE**:
- A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:
- (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
 - (2) not otherwise inconsistent with the Contract Documents.
- B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:
- (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
 - (2) the document is executed on behalf of the University by the procurement officer; and
 - (3) execution of the document is approved by the procurement authority whose approval is required by law.
39. **ASSIGNMENT**: This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.
40. **WAIVER OF JURY**: UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.
41. **MARYLAND LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.
42. **FORCE MAJEURE**: If either party's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party's control, then each party's obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.
43. **SUCCESSORS AND ASSIGNS**. This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.
44. **COMPLIANCE WITH FERPA**: The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended ("FERPA"), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is

authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.

45. **CONTRACT CONTROLS:** It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.

46. **CONTRACT AFFIDAVIT:** The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.

47. **ENTIRE AGREEMENT:**

- A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
- B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.
- C. Partial Invalidation. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
- D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
- E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

(Signatures to be placed on the following page)

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor:

Witness

BY:

Signature

Typed/Printed Name

Title

Date

Telephone Number

University of Maryland Baltimore County

Witness

BY:

Signature

Typed/Printed Name

Title

Date

Telephone Number

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic __) (foreign __) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that 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: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT to the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 2013, 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: _____ (Authorized Representative and Affiant)

Revised January 2013

APPENDIX D

Other General Information For Proposers

1 Definitions

- 1.1 **Award** means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.
- 1.2 **COMAR** refers to the *Code of Maryland Regulations*.
- 1.3 **Contract** means the agreement entered into by the University as a result of this solicitation.
- 1.4 **Contractor** means the successful Proposer receiving a contract as a result of this solicitation.
- 1.5 **MBE** means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation. Refer to section 2.20 below.
- 1.6 **Proposer** means any person submitting a response to an RFP.
- 1.7 **Proposals** means the response by a Proposer to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Proposer’s price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.
- 1.8 **RFP** means Request for Proposal(s).
- 1.9 **Time** – any time stated in this solicitation (e.g., 11:00 a.m.) is eastern standard time (“E.S.T.”)
- 1.10 **University or “UMBC”** – means the University of Maryland Baltimore County.
- 1.11 **USM** means the University System of Maryland.

2 General

The following general information is provided and must be carefully followed by all Proposers to insure that proposals are properly prepared.

- 2.1 Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a duly authorized person.
- 2.2 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 his or her authority.

2.3 All material submitted in response to this RFP becomes the property of the University and will only be returned to the Proposer at the sole option of the University.

2.4 Addenda and Amendment to the RFP

The University reserves the right to amend this RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum, which will be provided to all prospective Proposers who are on record with the Procurement Officer as having received this RFP.

Amendments shall be distributed within a reasonable time to allow Proposers to consider them in preparing their proposals. If, in the opinion of the Procurement Officer, the time and date for receipt of proposals does not permit preparation, the time shall be increased to the extent possible in the amendment, or, if necessary, by telegram, telephone, or FAX machine and confirmed in the amendment. Any Addenda will be deemed to have been validly given if the Addenda are issued and mailed or otherwise furnished to each Proposer's contact person of record.

An acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all Proposers receiving the RFP. It is the responsibility of each Proposer to check for announcements, addenda, and other current information regarding this solicitation. Failure to acknowledge receipt of addenda does not relieve the Proposer of the responsibility to perform as required by all RFP documents including addenda or changes thereto. Therefore, Proposer must make sure that all addenda has been received and acknowledged to avoid later conflict.

2.5 Cancellation of The RFP

The University reserves the right to cancel this RFP, in whole or in part, at any time before the opening of the proposals. Should it become evident during the evaluation of the proposals that it is no longer in the best interest of the University to make an award under this solicitation, the University reserves the right to cancel the RFP. The University will not be responsible for any costs incurred due to cancellation of the RFP.

2.6 Rejection of Proposals

The University reserves the right to reject any and all proposals, in whole or in part, if (among other reasons):

- .1 In the determination of the University, if the pricing proposed is unrealistic or exceeds available funding.
- .2 The Proposer takes exception to the terms and conditions of this RFP;
- .3 The Proposer fails to comply with the requirements set forth herein for participating in this RFP process;
- .4 The University determines that the proposal is incomplete in any way; or
- .5 The Proposer fails to meet any of the requirements/specifications set forth in this solicitation;
- .6 The University determines that the proposal is not in its best interest.

The University will not be responsible for any costs incurred due to rejection of the RFP.

2.7 Minor Irregularities or Deficiencies in Proposals

The University may request clarifications from any Proposer under consideration. If the University determines that a Proposer has made a minor irregularity or deficiency, the University reserves the right to waive any minor irregularity or deficiency or to allow a Proposer a reasonable opportunity to cure the minor irregularity or deficiency. Such a clarification will not be considered an amendment to the Proposal.

2.8 Withdrawal of Proposals

Proposals may be withdrawn only if a request is made in writing before the due date and time. No amendment or withdrawal will be permitted after the due date and time.

2.9 Incurred Expenses

The University will not be responsible for any costs incurred by any Proposer in preparing and submitting a proposal.

2.10 Proposal Bond: Intentionally omitted.

2.11 Performance and Payment Bonds: Intentionally omitted.

2.12 Evidence of Responsibility

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

2.13 Other Certifications

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

2.14 Execution of Proposals

All proposals shall be legibly prepared and shall be signed in ink as and where specified.

Proposals are required to be executed as follows, depending on the Proposer's form of business organization:

- .1 **Sole Proprietorship** – signed by proprietor with full name address.
- .2 **Partnership and Joint Venture** - If a proposal is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement

among partners will be binding on the State unless it is disclosed in the proposal. Reasonable evidence satisfactory to the State of the authority of one partner to bind the other purported partner(s) must also be given in the proposal. It is recommended that the proposal contain a copy of the partnership agreement, if one exists. If no partnership agreement exists and if the number of general partners is reasonably small, each general partner must execute all required documents, including proposals. At the State's option all general partners may be required to sign the proposal. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for finding a proposal unacceptable.

- .3 **Corporation** – An officer or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation must be included.

2.15 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 is selected for contract award.

2.16 Indemnification and Responsibility for Claims and Liability

With respect to any contract, which results from this solicitation, Proposer must note the following:

- 2.16.1 The Contractor shall indemnify, save harmless and defend, the University of Maryland, Baltimore County, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, its employees, agents, or subcontractors, of the work covered by this Contract.

The State has no obligation to provide legal counsel or defense or pay attorney's fees to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to the contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

- 2.16.2 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

- 2.16.3 The Contractors shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

2.17 Insurance:

2.17.1 The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, adequate insurance to specifically include liability assumed by the Contractor under this Contract.

.1 Commercial General Liability Insurance including all extensions:

\$5,000,000 each occurrence;
\$5,000,000 personal injury;
\$5,000,000 products/completed operations;
\$5,000,000 general aggregated

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

.3 Owner's Landlord's and tenant's and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$5,000,000 for each accident.

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

.5 If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$5,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.

.6 Errors & Omissions Liability Insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$5,000,000 for each accident.

2.17.2 All policies for liability protection, bodily injury or property damage must specifically name or its face, the University of Maryland Baltimore County as an additionally named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damage under item 2.22.1 above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University of Maryland Baltimore County and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University of Maryland Baltimore County.

2.17.3 Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

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

2.17.5 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing the Assistant Vice President for Administrative Services thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. The above policies and certificate shall be delivered to the Procurement Officer within fifteen (15) days following the date of notice of Contract award. The insurance companies providing the above coverage shall be satisfactory to the University. Notices of policy changes shall be furnished to the Procurement Officer.

2.17.6 Any contract that results from this solicitation and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

END OF APPENDIX D

END OF RFP DOCUMENT