

**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE (UMUC)
ON BEHALF OF
UNIVERSITY SYSTEM OF MARYLAND (USM)**

RFP #USM –2007-12

**REQUEST FOR PROPOSALS (RFP)
FOR
THE UNIVERSITY SYSTEM OF MARYLAND AND THE MARYLAND
EDUCATION ENTERPRISE CONSORTIUM (MEEC)**

FOR

**THE PURCHASE AND/OR LEASE OF MICROCOMPUTER HARDWARE, PCS,
LAPTOPS AND SERVERS**

RFP 2007-12 Issue Date	September 18, 2006
RFP 2007-12 Pre-Bid Conference	October 2, 2006, 1:00 PM, CCBC Room H308 A-B
RFP 2007-12 Questions & Inquiries	Due 12:00 Noon, October 13, 2006
RFP 2007-12 Submission Deadline	Due 4:00 PM, October 20, 2006

WARNING:

Prospective proposers who have received this document from a source other than the Issuing Officer should immediately contact the Issuing Officer and provide their name and mailing address in order that amendments to the RFP or other communications can be sent to them. Any prospective proposer who fails to notify the Issuing Officer with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Officer prior to the closing date.

Issued: September 22, 2006

NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of USM bid and proposal solicitations, and make our procurement process more responsive and “business friendly”, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal or “no bid” as the case may be. Thank you for your assistance.

Bid/Proposal Number: _____, Entitled: _____

- i. If you have responded with a “no bid” please indicate the reasons below:
- Other commitments preclude our participation at this time.
 - The subject of the contract is not something we normally provide
 - We are inexperienced in the work/commodities required.
 - The specifications are either unclear, or too restrictive (Please explain in remarks section).
 - The scope of the work is beyond our current capacity.
 - Doing business with Government is simply too complicated.
 - We cannot be competitive. (Please explain in Remarks Section).
 - Time for completion is insufficient.
 - Bonding/Insurance requirements are prohibitive. (Please explain in Remarks Section).
 - Bid/proposal requirements, other than specifications are unreasonable or too risky. (Please explain in Remarks Section).
 - Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Please explain in Remarks Section).
 - Other: _____
- ii. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use Remarks Section below.

REMARKS: _____

Vendor Name: _____

Date: _____

Contact Person: _____

Phone: _____

Address: _____

THANK YOU!

NOTICE TO VENDORS/CONTRACTORS

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SECTION I

PROCUREMENT OBJECTIVE

SECTION I. PROCUREMENT OBJECTIVE

A. Summary Statement

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements and specifications of the services described herein.

This proposal is solicited for the purpose of selecting multiple vendors to provide computing hardware and leasing opportunities to the University System of Maryland (USM) and the Maryland Education Enterprise Consortium (MEEC). MEEC is an initiative of the University System of Maryland, uniting with our K-16 education partners in Maryland to provide quality information technology opportunities at affordable prices. www.meec-edu.org

This RFP has been divided into two separate and distinct categories. Potential vendors may respond to one, or both categories. Vendors may provide multiple responses for each category, complying with all requirements set forth in this RFP. Vendors are required to include all products in its product line. Multiple awards are anticipated for each category. Equipment vendors must agree to honor quoted pricing to leasing companies.

1. Personal Computing Products

"Brand name" or "generic name" include but are not limited to, microcomputers, workstations, servers, portable/laptop/notebooks, slate/tablets, PDA's, multi-functional devices, components, or similar products that are published within a manufacturer's price list, and other assorted related accessories, storage units, and peripherals as offered by the vendor. As technology changes during the term of the contract, USM reserves the right to amend the resulting contracts to add other products.

2. Lease Terms

In some cases, the USM and MEEC desire the option to lease their computing equipment. This category will be multi-award. Responding vendors must be capable of leasing all equipment listed in the lease rate schedule. The specifications will establish minimum lease terms, not a master lease schedule. Each education entity wishing to lease equipment will sign a separate and independent contract with the leasing company.

Upon the award of the contract(s), the buying entity may elect to select one vendor or to compare prices amongst several, whichever is deemed in their best interest for the particular purchase being made.

B. Bid/Proposal Transmittal

A letter transmitting the Proposal shall be addressed to:

University of Maryland University College
Office of the Vice President of Administration
3501 University Blvd. East
Room 3120
Adelphi, MD 20783

Assistant Vice President for Procurement and Business Affairs
Valerie Rolandelli
Telephone Number: (301) 985-7895
Fax Number: 301-985-7112
vrolandelli@umuc.edu

C. Issuing Office

Proposals shall be transmitted to:

University of Maryland University College
Office of the Vice President of Administration
3501 University Blvd. East
Room 3120
Adelphi, MD 20783

Assistant Vice President for Procurement and Business Affairs
Valerie Rolandelli
Telephone Number: (301) 985-7895
Fax Number: 301-985-7112
vrolandelli@umuc.edu

The sole point of contact for purposes of the RFP is the Issuing Office.

D. Pre-Proposal Information

A pre-proposal conference will be held on Monday, October 2, 2006, at 1:00 p.m. on the Community College of Baltimore County – Catonsville Campus, address:
800 S. Rolling Road, Room H308 A-B
Baltimore, MD 21228
Map & directions to Building H on Catonsville campus:
http://www.ccbcmd.edu/directory/cat/camp_map.html

Parking information:

Parking is available in Parking Lot 5 which is immediately behind the H Building or in any student spaces – those outlined in white. Enter the building from the parking lot and take the elevator or stairs to the third floor.

While attendance of the pre-proposal conference is not required, it is strongly suggested that all interested proposers attend this conference in order to familiarize themselves with the terms, conditions, and specifications contained in this request. Failure to become acquainted with the requirements outlined in this document will not relieve the bidder of their full responsibility to properly estimate the difficulties, complexities, and/or costs of successfully performing the required services.

E. Questions and Inquiries

Questions and inquiries, must be submitted in writing and received by the Procurement Office no later than **12:00 NOON ON Friday, October 13, 2006**. A summary of all questions and answers will be distributed to all vendors receiving the RFP or who are known to the Procurement Officer to have obtained the RFP. Questions and inquiries should be directed to the Procurement Director identified in Section C, Issuing Office, above.

F. Submission Deadline

1. Technical Proposal Submittal: Only Technical Proposals are requested at this time. The following items must arrive at the Issuing Office by **4:00 PM ON FRIDAY, OCTOBER 20, 2006** in order to be considered. Vendors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Proposals arriving after the closing time and date will not be considered.

- a. **One ORIGINAL and ten (10) copies of the Technical Proposal, and**
- b. **A diskette or CDROM in Microsoft Office 2000 compatible format and/or PDF format containing a copy of the Technical Proposal.**

The USM and/or UMUC reserve the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.

2. Price Proposal Submittal: Following the technical evaluation, those proposers whose technical proposal is deemed to be reasonably susceptible for the award of the contract will be asked via a written Addendum to the RFP to submit a Price Proposal. It is anticipated that the Price Proposal Due Date will be due in late November or early December to the issuing office. One original and one copy as well as a CD in Microsoft Office 2000 is to be provided. It is anticipated that firms will be notified of the results of the initial technical evaluation by November 10, 2006.

G. Duration of Proposal Offer

Technical and Price Proposals are irrevocable for one hundred twenty (120) days following the closing date for submission of the price proposals or best and final offer, if requested. The Procurement Officer may, however, reduce or increase the period if it is determined to be in the State's best interest, provided that the period is reasonable and is clearly stated in the Request for Proposal. Once a proposal is accepted, all prices, terms, and conditions shall remain unchanged throughout the contract period.

SECTION II

GENERAL INFORMATION FOR VENDORS

SECTION II. GENERAL INFORMATION FOR VENDORS

The terms "Offeror", "Contractor", and "Vendor" are used interchangeably throughout this RFP document. For the purposes of this RFP, they shall have the same meaning.

A. Purpose

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for products described herein. Any contract resulting from this RFP shall be made available for use to any institution within the USM and MEEC, and all entities in Maryland that qualify as eligible to purchase academic products, as defined in Appendix C.

B. Procurement Method

This solicitation shall be conducted in accordance with Section 12-112 of the Education Article, Annotated Code of Maryland, and the University System of Maryland Procurement Policies and Procedures. www.usmd.edu/usm/procurement.

C. Addendum and Amendment to RFP

The USM reserves the right to amend this RFP at any time prior to the proposal due date. If it does become necessary to amend any part of this RFP, the Procurement Officer will furnish an addendum to all prospective Proposers listed by the Issuing Office as having received a copy of this RFP. All addenda will be identified as such and will be issued electronically.

Addenda shall be distributed within a reasonable time to allow Proposers to consider them in preparing their proposals. If the time and date for receipt of offers does not permit preparation, the time shall be increased to the extent possible in the amendment, or, if necessary, communicated by e-mail, by telegram, telephone, or FAX machine and confirmed in the addendum.

Receipt of any addenda to the RFP must be acknowledged in the technical proposal by completing the "Acknowledgement of Receipt of Addenda Form" included in the RFP solicitation documents within Appendix A.

D. Cancellation of the RFP; Rejection of All Proposals

The USM may cancel the RFP in whole or in part or reject all proposals submitted in response when this action is determined to be fiscally advantageous to the USM or the State or otherwise in its best interest.

E. Proposal Acceptance; Discussions

The USM reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to wave or permit cure of minor irregularities, and to conduct discussions with all qualified Proposers in any manner necessary to serve the best interest of the USM or the State of Maryland. The USM also reserves the right, at its sole discretion, to award a contract based upon the written proposals received without prior discussion or negotiation with respect to those proposals. Proposers whose proposals are rejected will be notified in writing.

F. Debriefing of Unsuccessful Proposers

Unsuccessful Proposers shall be debriefed upon their written request to the Procurement Officer. Requests for debriefing shall be honored by the Procurement Officer at the earliest permissible time after the contract award.

G. Receipt of Proposals

Proposals will be opened in accordance with the provisions of The University System of Maryland Procurement Policies and Procedures. www.usmd.edu/usm/procurement. There will be no public opening of either the price or technical proposals.

H. Late Offers, Late Withdrawals, and Late Modifications

Any proposal received at the place designated in the solicitation after the time and date set for receipt of proposals is late. Any request for withdrawal or request for modification received at the place designated in the solicitation after the time and date set for opening of proposals is late.

A late offer, late request for modification, or late request for withdrawal will not be considered.

I. Oral Presentation

Proposers may be required to make at least one oral presentation and one system demonstration of the ordering process in order to clarify their proposals and to respond to the questions of the Technical Evaluation Committee. An oral presentation is foreseen as essentially being of a business nature, while as system demonstration will most likely be of a more technical nature. Submission of a proposal does not guarantee a Proposer the opportunity to make an oral presentation and/or a system demonstration. Only those Proposers whose proposals have been judged to be potentially qualified to be selected for award will be invited to make oral presentations and/or system demonstrations. If required, these will be scheduled after the initial review and as part of the overall evaluation of proposals. Proposers may be required to answer questions from the Technical Evaluation Committee during an oral presentation or a system demonstration; such questions may or may not be submitted to a Proposer in advance. The Procurement Officer will schedule the time and location of the presentation.

Oral Presentations/System Demonstrations will be conducted in the Baltimore/Washington area at a site designated by the Procurement Officer. Representatives of the firms are to be present in person for the session, however a remote webinar is acceptable for demonstration of the proposed ordering system.

J. Incurred Expenses

The USM will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal in response to this RFP, or for any other associated costs. The USM will not be responsible for any costs incurred by an Proposer in preparing and submitting any contract modification proposals.

K. 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.

L. Multiple Proposals

A vendor may submit more than one proposal. Additional proposals may be prepared in an abbreviated form, following the same format as the primary proposal, but containing only that information which differs in any way from that contained in the primary proposal. Each proposal must be bound separately and be prepared in accordance with Section V of this RFP.

M. Alternate Solution Proposals

A vendor may submit a proposal that does not satisfy all the specific mandatory requirements of the RFP by offering an alternate solution to the approach depicted in the RFP. Such proposals must be clearly identified by the vendor as "Alternate Solution Proposals". In all cases, to be considered for evaluation, Alternate Solution Proposals must clearly meet both the intent of the mandatory requirements of the RFP, as well as the overall objectives of the procurement and the State's needs as stated in Section III. Alternate Solution Proposals must be prepared in accordance with Section V of the RFP.

N. Best and Final Offers

When it is deemed in the best interest of the USM and MEEC, the Procurement Officer may permit qualified Offerors to revise their initial proposals by submitting a Best and Final Offer (BAFO). The Procurement Officer shall notify each qualified Offeror of the scope of the requested BAFO and shall establish a date and time for their submission. The Procurement Officer may require more than one series of BAFOs and discussions. If more than one BAFO is requested, an Offeror's immediate previous offer shall be construed as the Offeror's best and final offer unless the Offeror submits a timely notice of withdrawal or another BAFO. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

O. Access To Public Records Act Notice

An Offeror must identify those portions of its proposal, which it believes to contain trade secrets and/or confidential or proprietary information. The Offeror must provide written justification in support of its position. Offerors 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 under the requirements of the Maryland Public Information Act. That decision will take into consideration the Offerors position regarding its proposal. A blanket statement by an Offeror that its entire proposal is confidential or proprietary will not be upheld.

P. Contractor Responsibilities

The selected vendor shall be responsible for all products and services required by this RFP. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be included.

Q. General Contractual Conditions

The contract provisions in Appendix H will be included by reference in the contracts entered into by the Proposers selected for award. These provisions are mandatory under State of Maryland law, and cannot be excluded from the final contract. By submitting a response to this solicitation, Proposers are agreeing to these contract provisions.

R. The University System of Maryland and its constituent institutions, given the current emphasis on electronic delivery of both instruction and services, are mindful of the need to provide accommodation for all faculty, staff, students and citizens who are visually impaired. Electronic communication by its nature is visual and thus constitutes a serious service issue for those who do not have or have only limited visual capabilities. To this end, the following reflects University System of Maryland Procurement policy for the acquisition of IT products and services. These products and services include hardware, software, web services, instructional and administrative services for internal use and for external communication to constituents.

- a) The bidder or offeror warrants that the information technology offered under this bid or proposal
1. provides equivalent access for effective use by both visual and nonvisual means;
 2. will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use,
 3. if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
 4. is available, whenever possible without modification for compatibility with software and hardware for nonvisual access.

The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5%.

If non visual access technology is not available from any qualified vendor and/or if the total cost to adapt non visual technology exceeds 5% additional, the above requirements will not apply.

For purposes of this regulation, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech. Braille or other audible or tactile means used for output"

- b) In addition to the above, it is highly desirable that given the importance of web access in the daily business of the University/MEEC, bidders or offerors of web based services software should state whether they have been awarded "Nonvisual Accessibility Certification" from the National Federation of the Blind and present evidence of that award.

If Nonvisual Accessibility Certification has not been applied for or applied for and not yet granted, bidders or offerors should demonstrate how their product meets the criteria utilized by the National Federation of the Blind in granting that certification. Criteria can be found at <http://www.nfb.org/seal/criteria.htm>

Below is an extract from the National Federation of the Blind site noted above

- Links — Sufficient information is provided for the user to determine the purpose of the link (e.g., link text can be read by the screen access software to tell the user what the link will do).
- Tables — Table headings are consistent on data tables, and screen access software table navigation functions are able to present tabular information in a meaningful way.
- Charts — Screen access software can extract meaningful information from charts (e.g., a text description of information conveyed via a pie chart is easily available).
- Frames — Each frame has a title that can be read by screen access software, and that title conveys useful information about the function of the frame (e.g., frame titles do not simply give the location of the frame on the page but describe the purpose of the frame).
- Edit Boxes — A clear descriptor of each edit box is available to screen access software (e.g., when the user tabs to an edit box, the screen access software might say, "first name edit," or "last name edit," as opposed to "edit").
- Check Boxes and Radio Buttons — Text information about the purpose of checkboxes and radio buttons is easily available to screen access software, enabling the blind computer user to know what is being checked or unchecked.
- Push Buttons — The purpose of the button is identified, and the user can determine the action to be executed when the button is pressed. All buttons that can be seen on the page are detectable with screen access software.
- Select Menus (Combo Boxes) — The menu options can be navigated with screen access software without causing form submission or a screen change. Single and multiple selections can be made and the selections can be reviewed.
- Non-Standard Controls (elements used in a page that perform nontraditional behavior) — Such controls can be executed with screen access software, and the user is provided with enough information to make good use of the control (e.g., a hypertext link, which traditionally takes one to a different page, is now used to select or highlight an item on the page; with screen access software, the user is able to determine which item on the page has been highlighted).
- Device Dependency — All actions that provide material function must be executable from the keyboard (e.g., there must be keyboard accessible equivalents to JavaScript actions triggered only through the use of the mouse when those actions are material to the page).
- Image Maps — Selections can be identified by the screen access program (e.g., there is text available in a logical order to screen access software for the user to understand and select items on the image map). If certain selections cannot be made accessible, an alternative must be provided (e.g., a properly labeled hypertext link).
- Pictures and Graphics — Those that convey important information central to the function of the site or application are described using text that is easily available to screen access software. The user should be able to understand the meaning of the graphic or picture (e.g., a logo for a company is labeled "logo for XYZ Co.").
- Animation — Methods for an alternative to the animation are available and easily accessible to screen access software (e.g., a presentation that shows via animation how a product works is accompanied by a text equivalent that can be reached by pressing <Enter> on a link).
- Client Side Content Changes (Changes occurring on a Web page without a round trip to the server) — All such changes are detectable by screen access software.

- Repetitive Link Skipping — A function that allows users to skip past repetitive navigation links and standard navigation features is available and usable with screen access software. This function allows a user to quickly access the meat of the page without having to listen to numerous redundant links.
- Forced Focus Changes (content on the screen changing without a specific command from the user) — Such changes can be easily turned off by a user running screen access software.
- External File Types — All material information provided through an external file type is accessible to screen access software or an alternative accessible version is provided. Examples of external file types include the Portable Document Format (PDF) from Adobe Systems and Flash presentations from Macromedia.
- Inline Interfaces — Interface elements within Windows applications (e.g., the controls used within an audio playback program that is functioning as a plug-in) are accessible to screen access software.
- Media Presentations — Media presentations such as streaming audio or video are accompanied by text transcripts of content that can be accessed and read with screen access software.
- Exclusive Use of Color — Color is not used exclusively to convey information (e.g., flagging an error message in the color red). Instead, the use of color to convey information is augmented with text or graphics that carries the same information and is accessible to screen access software.
- Timed Events — For tasks which must be completed within a specific time interval, screen access technology can be used to increase or eliminate the time requirement.
- Hierarchical Relationships — A logical hierarchy must be denoted in a way that is accessible to screen readers (e.g., letters, numbers, quotation marks, etc. as opposed to indentation).

SECTION III

SPECIFICATIONS

SECTION III. SPECIFICATIONS

A. Introduction and Background

This Request for Proposals (RFP) is being issued for the purpose of selecting multiple vendors to provide computing hardware and leasing opportunities of same to the University System of Maryland (USM) and the Maryland Education Enterprise Consortium (MEEC).

MEEC is an initiative of the University System of Maryland, uniting with K-16 education partners in Maryland to provide quality information technology opportunities at affordable prices. The MEEC web page may be viewed at www.meec-edu.org. Current MEEC initiatives include enterprise software license agreements for Microsoft and Anti-Virus software. The Microsoft enterprise agreement licenses over 215 Maryland schools and education entities, higher education and K12, both public and private. All Maryland entities defined as “education eligible” shall be permitted to purchase under the terms of this RFP. The criteria for “education eligible” is defined in Appendix C. Prospective participating institutions are listed in Appendix D. Affiliate international and overseas locations are listed in Appendix E.

All categories will be multi-award. Awards are to be made on an ID/IQ (indefinite delivery, indefinite quantity) basis. Awards made as a result of this RFP will not be exclusive contracts. Participation in this, and all MEEC contracts is voluntary. Projected hardware expenditures by prospective institutions do not commit those institutions to purchase at the projected level, nor to use resulting contracts as a purchasing vehicle. However, it is the University’s and MEEC’s intent to purchase the majority of its computer hardware requirements from the selected vendors.

All discount pricing will be specified as a minimum discount price, and subject to higher discounts for bulk purchases, promotional offerings, factory rebates, discounts, etc. (Such discounts will also apply to those subsequent purchases resulting from a lease.)

This RFP has been divided into two separate and distinct categories. Potential vendors may respond to one, or both categories. Vendors may provide multiple responses for each category, complying with all requirements set forth in this RFP. Vendors are required to include all products in its product line. Multiple awards are anticipated for each category. Equipment vendors must agree to honor quoted pricing to leasing companies.

1. Personal Computing Products

“Brand name” or “generic name” include but are not limited to, microcomputers, workstations, servers, portable/laptop/notebooks, slate/tablets, PDA’s, multi-functional devices, components, or similar products that are published within a manufacturer’s price list, and other assorted related accessories, printers, storage units, and peripherals as offered by the vendor. As technology changes during the term of the contract, USM reserves the right to amend the resulting contracts to add other products. Note: Refer to F.1.2 for other services that may be purchased under these contracts.

2. Lease Terms

In some cases, the USM and MEEC desire the option to lease their computing equipment. This category will be multi-award. Responding vendors must be capable of leasing all equipment listed in the lease rate schedule. The specifications will establish minimum lease terms, not a master lease schedule. Each education entity wishing to lease equipment will sign a separate and independent contract with the leasing company.

Note: As technology evolves, the USM and the MEEC may during the life of the contract add computer/technology equipment to this contract. As well, the successful firms may add manufacturers or computer/technology equipment that they will sell to MEEC members during the life of the contract. Notice is to be provided to the MEEC Executive Director so that the appropriate contract and documentation may be processed and subsequently disseminated to MEEC members.

B. PROJECTED VOLUME

It is estimated that the resulting contract(s) have the potential of expenditures in excess of \$200 million over the five years. However, there is no data available to substantiate this. These projections are estimates only, and in no way commit the institutions to either purchase their projected amounts, nor use the contracts generated from this RFP as their purchasing vehicles.

C. TERM OF CONTRACT

The period of this contract shall be for three (3) years beginning on or about July 1, 2007 and continuing through June 30, 2010, with two (2) one year renewal options (potential extensions to 6/30/2012). Renewal option years are at the USM's sole option.

D. BASIS FOR CONTRACT AWARD

Section IV. of this RFP lists the evaluation and selection procedures, which will be used to determine the successful Offerors. Award of the contract will be based on a technical (which will carry significantly greater weight) and a separate financial evaluation.

E. MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS

- a). Minority Business Enterprise Notice: State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. Minority participation is very important to the USM and to the State of Maryland, which has a goal of spending **25%** of its procurement funds with State-certified MBEs. All Offerors, including MBE Prime Offerors, must incorporate MBE subcontracting into their proposals to the maximum extent they are able. Each Offeror should make every effort to subcontract **at least 5%** of the value of the contract to a certified MBE. Those offers where more than **5%** of the contract value goes to certified MBEs, either directly or through subcontracting will be evaluated more favorably than those with **5%** or less MBE subcontracting.

For more information on the state's MBE program, see the MDOT website, www.mdot.state.md.us/mbe. 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 (410) 865-1269, or 800-544-6056.

- b). Maryland Certified Small Businesses are encouraged to respond. See Appendix J for definition of Small Business. If a proposing firm is eligible as a small business, it is encouraged to register with the State of Maryland via the designated website. Opportunities for small business are very important to the USM and The State of Maryland which has mandated to purchase 10% of its goods and services from small business.

F. SPECIFICATIONS FOR PERSONAL COMPUTING PRODUCTS

1. Personal Computing Products

- a. Definition: “Brand name” or “generic name” include but are not limited to, microcomputers, workstations, servers, portable/laptop/notebooks, slate/tablets, PDA’s, multi-functional devices, components, or similar products that are published within a manufacturer’s price list, and other assorted related accessories, storage units, and peripherals as offered by the vendor. As technology changes during the term of the contract, USM reserves the right to amend the resulting contracts to add other products.
- b. Multiple Awards: In an effort to meet the diverse and changing needs of the education community in Maryland, the University System of Maryland and the Maryland Education Enterprise Consortium intend to award the Personal Computing Products category to multiple vendors.

1.1 **Mandatory Requirements for Personal Computing Products**

The following information **MUST** be submitted. Failure to provide any of the following information may be cause for determining that the proposal is not reasonably susceptible of being selected for award.

- 1.1.1 Reminder: No financial information is to be submitted with the Technical Response.
- 1.1.2 Brand Name/Manufacturer: Proposer must state the brand name and/or manufacturer of hardware and associated peripherals included in the proposal. Vendors representing more than one manufacturer shall state the brand name of the manufacturer represented in this proposal. In accordance with the terms of this RFP, Vendors are welcome to submit more than one response to this Request for Proposals. When responding to Technical Criteria 2.2 Approach to Providing the Scope of Products & Services on page 35 of Section IV, Proposal Requirements, Proposing firms are to include in their technical proposal the brand names and/or manufacturer(s) of hardware and associated peripherals that they represent and will sell under any resulting contract to USM/MEEC. It is not necessary to submit a separate proposal for each manufacturer represented.
- 1.1.3 Vendor Tier Definition: Not applicable to this procurement.
- 1.1.4 Full Range Of Products: All responses must include the full range of products offered by the proposed manufacturer, either directly or through subcontracting relationships.
- 1.1.5 References: Proposer must provide three (3) customer references. It is preferable that references represent education customers with a similar contract scope. (See Section IV regarding detailed information required to be provided in the Technical Proposal.)
- 1.1.6 Plan To Meet MBE Goals: Proposer must describe its plan to meet stated MBE sub-contracting goals and reporting requirements.
- 1.1.7 Prime Contractor: Proposer must describe its ability to act as prime contractor for awarded goods and services. The prime contractor shall be responsible in all matters required by this RFP for any and all hardware, software, documentation, and all other awarded products and services. Sub-contractors must be identified with stated roles and responsibilities. The prime contractor must receive approval for sub-contractors that are added or removed from this contract. Payments for goods and services will be made only to prime contractors. Sub-contractors involved with the assembly or maintenance of

hardware and software must be certified by the applicable manufacturers to do such work.

- 1.1.8 Delivery Requirements: Proposer must describe its ability to provide and deliver to participating entities in all Maryland counties and Baltimore City as part of this statewide contract, and International Affiliate Institutions as described in Appendix E.
- 1.1.9 New and Unused Equipment: All equipment purchased under this agreement shall be new and unused. As stated under the warranty sections, it is acceptable for replacement parts to be serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.
- 1.1.10 Labeling: All items offered will be the same model indicated by its external label and source of manufacture.
- 1.1.11 Compatibility: All peripherals and components configured and ordered with a system must be compatible with that system.
- 1.1.12 Manufacturer Approved Components: All components must be manufacturer approved, unless otherwise noted, and therefore, eligible for full manufacturer's warranty.
- 1.1.13 Complete Configuration and Delivery: All equipment purchased under this agreement must be configured with, and delivered with all required cables, keys (if applicable), License Keys, documentation, proof of all software licenses acquired with processors, and appropriate media.
- 1.1.14 Ability To Run Current Version of OS: All processors offered must be capable of running the most currently available version of such as, but not limited to, Microsoft Windows, Apple MAC OS, or LINUX as the primary operating system, as appropriate.
- 1.1.15 Operable Peripherals/Adaptors: All software and/or necessary drivers related to peripherals and/or adaptors, and ordered at time of processor purchase, must be installed and operational prior to time of delivery. Any devices bought as full packages (e.g. desktop and printer) which require drivers to match the components should have those drivers installed and operational prior to delivery.
- 1.1.16 Products Guaranteed "Virus Free": All software installed prior to delivery must be guaranteed as "virus-free" upon delivery.
- 1.1.17 Energy Star Compliance: Applicable equipment must be rated "energy star" (federal standard) as described at www.energystar.gov.
- 1.1.18 Dedicated Account Representative(s): Proposer must provide a staffing plan that includes a dedicated account representative(s) for this agreement. Duties and responsibilities include, but are not limited to: processing phone orders, generating quotes with all applicable discounts, fees and taxes, addressing customer concerns and questions, pre-sales support, and order tracking.
 - (a) Account representative(s) must be available 9:00 am – 5:00 pm Eastern Time, Monday – Friday.
 - (b) Proposer will provide contact information for the dedicated account representative(s) and areas of responsibility (such as by school or group of schools/educational institutions, by geographical location, etc.) upon award. Contact information is to include name, mailing address, local or toll-free phone number, fax number, and e-mail address.

- (c) Account representative(s) must have the ability to process phone orders and accept payment in the form of a valid purchase order, procurement credit card, or institutional check.

- 1.1.19 Single Point of Contact: Proposer must specify a sole point of contact to the MEEC Executive Director for administrative and contractual communications. Response will include name, e-mail address, mailing address, telephone, and all applicable fax, pager, and mobile phone numbers.
- 1.1.20 On-Line Web-Based Configuration and Purchase Interface: Proposer is strongly encouraged to provide an on-line web-based configuration utility for all products available under this contract. Such a utility will be used as a quoting and purchasing mechanism. Proposer will specify the URL, and all special access/authentication procedures that may be required. It is recognized by USM/MEEC that in most cases the ordering institution will need to work with the successful Firm's(s') sales representatives and technical staff to achieve the correct configuration and operational compatibility of the purchased hardware prior to placing an order online.
- 1.1.21 Requirements for Web-Based Configuration Utility: The proposed on-line web-based configuration utility should provide the following functionality. Proposer must indicate which options will be available under the proposed web-based configuration utility.
 - (a) Options: Drop-down purchase options and modifications should be available for the following components and peripherals:
 - i. Processor Speed
 - ii. Processor type
 - iii. Network interface card options
 - iv. Wireless options
 - v. Sound card
 - vi. Hard drive size
 - vii. Hard drive type/speed/interface
 - viii. RAM
 - ix. Operating System and version
 - x. Video Card
 - xi. Monitor
 - xii. CDROM drives, DVD, DVD-R
 - xiii. Modem
 - xiv. Mouse
 - xv. Keyboard
 - xvi. Software
 - xvii. Related purchases (peripherals, printer, scanner, zip drive, speakers, CD-RW drives, security cables, carrying cases, desktop or tower case options, etc.)
 - xviii. Options to configure for international requirements (plug type, power, modem, etc.)
 - xix. Warranty Options
 - xx. Installation Service
 - (b) Operational Compatibility: The web based configuration utility will ensure that there is operational compatibility between all options, peripherals, and components ordered together as a system package.
 - (c) Secure Site: Proposer's on-line purchase utility will provide encrypted transactions for secure purchases.

- (d) Bundled Application Software: All bundled application software must be optional. The configuration utility will accurately reflect price modifications if software is added or subtracted. This includes the operating system.
 - (e) Accurate Display of Purchase Price: Purchase costs must be prominently displayed in the configuration utility. The purchase will reflect all applicable MEEC discounts, fees (including shipping and handling) and taxes upon order completion. Note: Many of the potential participating institutions are classified as tax exempt, some are not.
 - (f) Updated Purchase Price: As configuration options are modified, the configuration utility will have the ability to reflect accurate and appropriate price modifications.
 - (g) Purchase Method: Customer will have the ability to purchase products and process payment with a valid Purchase Order number, Procurement Credit Card, or institutional check.
 - (h) Component/Peripheral Only Purchases: Offeror's on-line purchase utility will accommodate purchases for component and peripheral devices only (for example, a customer will have the ability to purchase only a peripheral or component, without an associated processor purchase).
 - (i) Save And Retrieve Electronic Quote: Offeror will provide the ability to save and retrieve an electronic quote. Such a capability is useful if separate individuals are responsible for the configuration and purchasing of equipment.
 - (j) On-Line Help Access: Offeror will provide the ability to obtain on-line help or detailed information about the on-line configuration options.
 - (k) International Purchases and Configurations: Offeror will provide the ability to provide and ship products, correctly configured with appropriate plug type/power requirements, modem compliance, etc., to International Affiliate Campuses located overseas, as described in Appendix E. Most international shipping is to US military bases, however, not all; therefore a full range of options is desirable. Proposing firm should address their capabilities for international purchases, configurations, and shipment.
- 1.1.22 Confirmation Number: Upon completion of an order, customer must receive a confirmation number for follow-up inquiries with expected/anticipated delivery date.
- 1.1.23 Quotes Valid for 30 Days: All quotes generated under this agreement via the on-line utilities or through the dedicated account representative, must be valid for at least 30 days. It is desirable that quotes be valid for 60 days.
- 1.1.24 Free On Board Delivery: Offeror must provide prepaid, FOB (Free on Board) destination delivery to any and all eligible education customers in Maryland, and International Affiliate Campuses, as described in Appendix E. For the purposes of this RFP, "Free on Board Destination Delivery (FOB) means that the title is held by the Vendor until merchandise is delivered to the Purchaser or designated Purchaser's dock area. The Vendor is responsible for damages and losses and the filing of claims up to the time of delivery. Freight charges for domestic and international delivery are prepaid by the Vendor but added to the cost of the equipment, based upon the pricing schedule quoted by the Vendor.
- 1.1.25 Delivery Instructions by Purchaser: At the time the order is placed, the Purchaser must have the ability to specify required delivery instructions. Offeror must deliver the

products within the time specified by the Purchaser at the time the order is placed. Offeror must be capable of providing inside deliveries, that is deliveries directly to the using department and not just dropped off at a central loading area. Offeror must allow for split deliveries as requested by the participating agency at the time the order is placed. Split deliveries may be a) to several delivery sites or b) different times of delivery.

- 1.1.26 Delivery: 1-50 units ordered. Delivery time shall not exceed 15 business days after receipt of order (ARO), with the exception of delivery to International Affiliate Campuses, as described in Appendix E.
- 1.1.27 Delivery: 50+ units ordered. Delivery time shall not exceed 20 business days after receipt of order, with the exception of delivery to International Affiliate Campuses, as described in Appendix E.
- 1.1.28 Notification of Delivery Problems: It is the Offerors responsibility to notify the customer, in writing, within five (5) business days of receipt of order, if they are unable to meet the specified and expected delivery schedule for all or part of any order. Under such conditions:
- (a) The customer may establish a new and acceptable delivery date with the vendor. Delivery extensions should be agreed to in writing, by both parties.
 - (b) The customer may cancel the order without penalty.
- 1.1.29 Failure to Communicate Delivery Problems: Failure on the part of the Proposer to communicate expected delivery delays, and/or meet the specified delivery schedule without prior communication to the customer, may subject the Proposer to:
- (a) Late delivery liquidated damages of one percent (1%) per business day of the total of the undelivered items.
 - (b) If agreeable to the customer, Proposer may substitute a better model at no additional charge.
 - (c) Customer may cancel the order without penalty.
 - (d) Termination of the master contract for default.
- 1.1.30 Quarterly Reporting/Quantity And Type of Equipment: For the purpose of accurately tracking volume and expenditure of public funds, Proposer will produce a quarterly report grouped by participating entity, stating the quantity and type of equipment ordered, and the dollar value of all purchases under this contract during the preceding quarter.
- 1.1.31 Quarterly Reporting Format: All quarterly reports will be issued on the 15th day of January, April, July, and October during the term of this contract. Reports shall cover the three month period, ending on the 15th day of the prior month. Reports must be submitted via e-mail to the Director of MEEC in MS Excel format.
- 1.1.32 Plan to Comply With Reporting Requirements: Proposer will describe their plan to comply with all reporting requirements. Vendors will be monitored and evaluated on performance, and its ability to deliver goods and services awarded as a result of this contract.
- 1.1.33 Warranty Period: Warranty period shall begin upon delivery of equipment to the customer.
- 1.1.34 BASE WARRANTY for **WORKSTATION, DESKTOP, AND SERVER** equipment ordered under this agreement. At minimum, all workstation, desktop, and server equipment ordered under this agreement, must meet the following warranty requirements for Maryland based customers:

- (a) Proposer will provide a minimum three (3) year on-site warranty for all parts and labor. (A lesser term may be requested by the ordering agency at the time the order is placed. A lesser price for a lesser warranty term is expected on an order by order basis.)
- (b) In addition to, and concurrent with the required three-year “on-site” warranty, Proposer will provide, as an option, a three (3) year warranty for all parts and labor (either onsite or mail back/carry in) included in the purchase price.
- (c) If the manufacturer offers a better warranty, the manufacturer’s warranty shall apply.
- (d) Proposer must provide diagnosis to problem within one (1) business day of receipt of notice of the problem.
- (e) Part replacement for repair, or comparable product replacement must occur within 3 business days. Replacement parts must be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.
- (f) Onsite service hours shall be 8:00 am – 5:00 pm Eastern time, Monday - Friday.
- (g) Problem resolution must occur within two (2) weeks (10 business days). If problem is not resolved to the customer’s satisfaction within 10 business days, Proposer shall substitute equivalent replacement equipment at no cost to the customer, for the time necessary to repair and return the customer’s equipment. Such replacement equipment must be provided to the customer by the 10th business day.
- (h) Manufacturer’s warranty shall apply for all peripherals and accessories.

1.1.35 BASE WARRANTY for **LAPTOP/PORTABLE** equipment ordered under this agreement. At minimum, all laptop, portable workstations, tablets ordered under this agreement must meet the following warranty requirements for Maryland based customers.

- (a) Proposer will provide a minimum three (3) year warranty for all parts and labor included in the purchase price. (A lesser term may be requested by the ordering agency at the time the order is placed. A lesser price should be available for a lesser warranty term.)
- (b) If the manufacturer offers a better warranty, the manufacturer’s warranty shall apply.
- (c) Proposer must provide on-site or phone diagnosis to problem within one (1) business day of receipt of notice of the problem.
- (d) Part replacement for repair, or comparable product replacement must occur within 3 business days. Replacement parts must be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.
- (e) Service hours shall be 8:00 am – 5:00 pm Eastern time, Monday - Friday.
- (f) Problem resolution must occur within 5 business days. If problem is not resolved to customer satisfaction within 5 business days, Proposer shall substitute equivalent replacement equipment at no cost to the customer, for the time necessary to repair and return the customer’s equipment. Such replacement equipment must be provided to the customer by the 5th business day.
- (g) Manufacturer’s warranty shall apply for all peripherals and accessories.

1.1.36 BASE WARRANTY for **PERIPHERAL/ACCESSORY/COMPONENT** equipment ordered under this agreement for Maryland based customers.

- (a) Manufacturer’s warranty shall apply for all peripherals and accessories.
- (b) Replacement parts must be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original

warranty, or thirty days from the date of installation of the replacement part,
whichever is longer

- 1.1.37 Extended ON-SITE Warranty Option: If not already provided by the manufacturer, Proposer must supply an option to extend the warranty coverage for desktops, workstations, and servers to “ON-SITE” service for the fourth (4th) year for Maryland based customers.
- (a) The option to extend and purchase the extended warranty coverage will be determined by customer at time of purchase.
 - (b) Proposer must provide diagnosis to problem within one (1) business day of receipt of notice of the problem.
 - (c) Part replacement for repair, or comparable product replacement must occur within 3 business days. Replacement parts must be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.
 - (d) Service hours shall be 8:00 am – 5:00 pm Eastern time, Monday - Friday.
 - (e) Problem resolution must occur within two (2) weeks (10 business days). If problem is not resolved to the customer’s satisfaction within 10 business days, Proposer shall substitute equivalent replacement equipment at no cost to the customer, for the time necessary to repair and return the customer’s equipment. Such replacement equipment must be provided to the customer by the 10th business day.
 - (f) Manufacturer’s warranty shall apply for all peripherals and accessories.
 - (g) Proposer must have the ability to accommodate all Maryland geographical locations with this extended service.

1.1.38 Warranty Upgrade Option - Premium Service:

Many entities will purchase critical servers under this contract. Customers must have the ability to upgrade service coverage to a comprehensive premium service level for Maryland based customers.

- (a) Proposer must provide the opportunity to upgrade to premium service coverage for all workstations, desktops, and servers purchased under this agreement.
- (b) Premium service coverage under this option will include a four (4) hour minimum on-site response, regardless of the time the service call is logged by the customer.
- (c) Service hours will be 24 hours per day, 7 days a week.
- (d) Part replacement must occur within 24 hours from time of diagnosis. All replacement parts must be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.
- (e) If the equipment covered under this warranty option is non-functional for more than 48 hours from time of service call, Proposer must replace equipment or substitute equivalent replacement equipment, at no additional cost to the customer, for the time necessary to repair and return the customer’s equipment. Such replacement equipment must be provided to the customer by the 2nd business day of receipt of notice of the problem.
- (f) Offeror must have the ability to accommodate all Maryland geographical locations with this upgraded service.

1.1.39 Post Warranty Maintenance Option:

Many education customers find that they must retain their equipment for much longer than a three year period. Customers that opt to keep purchased equipment in service for a longer period of time, must have an adequate maintenance/service option for Maryland based customers.

- (a) Offeror must provide the option to extend warranty coverage for any item purchased under this contract beyond the initial three (3) year warranty period (or lesser warranty term if originally requested by the ordering agency.)
- (b) Customer must purchase Post Warranty Maintenance before the expiration of the prior warranty (to assure that equipment is in good working order).
- (c) Post Warranty Maintenance shall be available and renewable on an annual basis, per unit.
- (d) Offeror must provide diagnosis to problem within one (1) business day of receipt of notice of the problem .
- (e) Part replacement for repair, or comparable product replacement must occur within 3 business days. Replacement parts must be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty, or thirty days from the date of installation of the replacement part, whichever is longer.
- (f) Service hours shall be 8:00 am – 5:00 pm Eastern time, Monday - Friday.
- (i) Problem resolution must occur within two (2) weeks (10 business days). If problem is not resolved to the customer's satisfaction within 10 business days, Proposer shall substitute equivalent replacement equipment at no cost to the customer, for the time necessary to repair and return the customer's equipment. Such replacement equipment must be provided to the customer by the 10th business day.

1.1.40 Price protection guarantee. If the price for any item under this agreement is lowered within a 30 day period after purchase, Proposer shall refund the customer the difference, upon request.

1.1.41 Prices Inclusive: All pricing submitted for the purchase and lease of equipment under this agreement must be inclusive of hardware, software, delivery and warranty/service costs and applicable taxes. It is acceptable to add charges for shipping or providing services overseas. Note: Many of the potential participating institutions are classified as tax exempt, some are not

1.1.42 Option To Purchase Without Bundled Application Software: Proposer must provide the ability to order equipment without pre-bundled application software. Many education customers are currently enrolled in enterprise software licensing agreements for Microsoft applications and virus protection software.

1.2 Desirable Features for Personal Computing Products

- 1.2.1 ISO Compliance: Proposer may provide documentation to verify certification and compliance with the ISO 9000 series of standards for quality assurance, for the development and manufacturing of all products proposed under this contract.
- 1.2.2 Level A Installation Service: Proposer may provide a service to factory pre-install licensed software, or pre-load software images. Many Maryland education entities participate in one or more enterprise level software agreements. Any customer electing to take advantage of this service will be responsible for providing proof of license and appropriate media to the vendor.
- 1.2.3 Level B Installation Service: Proposer may provide an on-site installation service consisting of unpacking, assembling all equipment and cables, installing of all hardware and software required for the operation of equipment as ordered, and testing. Proposer's service may also include assistance with campus inventory procedures (affixing ID tags, filling out appropriate inventory forms with serial numbers, etc.) All products must be guaranteed as "virus-free" upon completion and delivery.
- 1.2.4 Level C Installation Service: Proposer may provide an on-site installation service that would consist of the customized configuration of computer operating system and network functions, installation and configuration of telecommunication equipment, servers, and server software.
- 1.2.5 Mobile Wireless Labs: Proposer may offer a proposal to provide the necessary equipment to outfit wireless, mobile labs. (Antennas, hub, network components, jacks, wheeled carts, etc.)
- 1.2.6 Access To New Technology: Proposers are encouraged to submit a plan that would provide access to new technology through loaned demonstration equipment, innovative pilot projects, beta testing projects, grant programs, donations, and other creative means.
- 1.2.7 Information Regarding New Products: Proposers are encouraged to submit a plan that would permit functional communication of new product releases to the education community. Plans should include opportunities to review and explore ("hands-on") new products and technology, and provide access to technical information.
- 1.2.8 Technical Product Information: Proposers are encouraged to submit a plan to provide technical information and briefs on all products offered as a result of this contract. Solutions could include area workshops, mini-training sessions, and other opportunities that would provide valuable technical information for "buy" decisions, and share information regarding "end-of-life" projections for product-lines.
- 1.2.9 Post Sales Support: Proposer may submit a plan to provide a "help desk" or "post sales" service to customers. This service should be capable of addressing issues of compatibility in diverse environments, installation, and non-warranty issues. Post sales support may include, but is not limited to, providing customers assistance with setup or non-warranty related questions such as basic help desk support system.
- 1.2.10 Design Services: Proposer may provide "design" services to insure network and equipment compatibility.
- 1.2.11 Consulting Services: Proposer may provide initial consulting services to assist customers in long range planning, network design, infrastructure planning, etc.

- 1.2.12 E-Mail Order Confirmations: Proposer may provide e-mail confirmation back to the customer upon order. Confirmations should include the confirmation number, method of purchase, all configurations, all applicable fees, and taxes, and the delivery schedule.
- 1.2.13 User Profile: Proposer may provide a service to store user-profile information. Once information is entered for purchase by the customer, the purchase site will maintain such information and make it available to the customer for future purchases. This service would eliminate the need to repeatedly enter customer, shipping and billing information. Credit card information must be kept secure. Vendors should allow for the storing of credit card information at customer's request, however this is not required.
- 1.2.14 E-mail access from Configuration Utility: Proposer may provide the ability to e-mail the Dedicated Account Representative directly from the on-line configuration utility.
- 1.2.15 Print from Configuration Utility: Proposer may provide the ability to print from the on-line configuration utility in a readable "printer-friendly" format. The minimum requirements for "printer-friendly": the content will fit the size of an 8.5 x 11 printed page, and web graphics will not be included in the printed version.
- 1.2.16 On-line Tracking: Proposer may provide the ability for customers to check "order status" and "track delivery" on-line (received, constructing, shipped, current location, etc.).
- 1.2.17 Shopping Cart Capability: Proposer may provide the functionality of a "shopping cart" in their on-line utility. Such a model would include the ability to research and purchase multiple, diverse products, and then process in a single transaction.
- 1.2.18 Staff Technician Certification: Proposer may provide the opportunity for customers to certify their staff members as on-site technicians, thus making the customer eligible to receive reimbursement for service. Proposers are encouraged to submit viable programs that may be available for equipment proposed as a solution to this RFP. Many manufacturers' make "Technician Certification Programs" available to customer staff. Certified customer staff members are then able to perform simple hardware fixes and upgrades on-site, without making a warranty service call, and without voiding the warranty. Customers with certified staff are reimbursed for their service work on covered equipment.
- 1.2.19 Demonstration Units: Proposer may provide a plan to allow for the installation of "demonstration units" for evaluation purposes, upon request, and at no charge to the customer.
- 1.2.20 Notification of Withdrawal of Support: Offer may submit a plan to provide notice to customers at least 12 months prior to the withdrawal of support for any equipment following the initial warranty period. In some cases a manufacturer or supplier may discontinue support on certain models of equipment if new models have been released. Proposers are to advise USM/MEEC at least 12 months prior to the withdrawal of support so that USM/MEEC institutions may make decisions related to replacement of the equipment and/or ongoing maintenance of the equipment.
- 1.2.21 End-of-Life Options: It is highly desirable that Proposers submit a plan to provide "end-of-life" service options. Such options may include "trade-in" or "trade-up" of existing equipment, buy back equipment, donation options,
- 1.2.22 Disposal Services: It is highly desirable that the Proposer provide an environmentally responsible/acceptable disposal services. Proposers should provide a plan to recycle/dispose products, preferably at no cost to the USM.

- 1.2.23 Facilitate Data Movement. Proposer may include a “service option” or “software utility” to facilitate the movement of faculty/staff personal data and files from “*older computing equipment*” to “*incoming computing equipment*”.

Background: computing equipment becomes obsolete within a shorter period of time, thereby increasing the turnover rate. Education entities are purchasing much larger “blocks” of computing equipment per transaction. The task of moving faculty/staff personal data and files to new equipment, in a timely fashion, can be overwhelming.

- 1.2.24 Personal Purchase Option: Proposer is strongly encouraged to submit a plan to accommodate personal purchases of computers for personal use by students, faculty, staff, and/or alumni of Maryland schools. Offerings should include all items offered under this contract.

G. SPECIFICATIONS FOR LEASING TERMS

1 Leasing Terms

The USM and MEEC desire the option to lease their computing and telecommunication equipment. This category will be multi-award. Responding vendors must be capable of leasing all equipment listed in the lease rate schedule. The specifications will establish minimum lease terms, not a master lease schedule. Each education entity wishing to lease equipment will sign a separate and independent contract with the leasing company.

1.1 **Mandatory Requirements for Leasing**

The following information **MUST** be submitted. Failure to provide any of the following information may be cause for determining that the proposal is not reasonably susceptible of being selected for award.

- 1.1.1 Reminder: No financial information is to be submitted with the Technical Response.
- 1.1.2 Corporate Headquarters: Proposer must provide the location of its corporate headquarters and global locations.
- 1.1.3 Qualifications: Proposer must state its qualifications as a leasing company.
- 1.1.4 Financial Overview: Proposer must provide a financial overview of its company to document its fiscal viability. Include Dunn and Bradstreet rating and/or recently audited financial statements or similar documents that show the company has a sound fiscal track record. The USM and MEEC reserve the right to require audited financial statements during the evaluation.
- 1.1.5 Single Point of Contact: Proposer must specify a sole point of contact to be responsible for the contractual/administrative relationship. Response should include name, mailing address, telephone, fax, pager, cell phone, and e-mail address.
- 1.1.6 MBE Goals. Proposer must describe its plan to meet stated MBE sub-contracting goals and reporting requirements.
- 1.1.7 References: Proposer must provide three (3) customer references. It is preferable that references represent education customers with a similar contract scope.
- 1.1.8 Necessary Forms: Proposer must include all forms that may be necessary to conduct a lease transaction. Proposer must be willing to modify forms and contracts to meet state requirements.
- 1.1.9 May Not Assign. Proposer may not assign any lease resulting from this RFP to a third party without prior mutual agreement, in writing, by both parties.
- 1.1.10 Proof of Payment: Proposer must provide evidence that payment has been made to the equipment vendor, upon request.
- 1.1.11 Problem Resolution: Proposer must state how the Customer/Lessee will satisfactorily resolve potential non-performance issues with a hardware vendor. Responses should detail the Proposer's role in escalation procedures.

- 1.1.12 Detailed Invoices: Proposer must provide detailed invoices to Customer/Lessee. At minimum, the invoice must include customer information, lease term, date of invoice, term of payment, invoice price, Vendor Federal ID Number, and payment instructions.
- 1.1.13 Payment Flexibility: Proposer must provide the flexibility to invoice Customer/Lessee on a monthly or quarterly basis. Proposer will state how payments shall be ordered: in advance or in arrears. There shall be no penalty for advance payments.
- 1.1.14 Interim payments. Any interim rent required between the period of equipment acceptance and the first rental payment date will be calculated as interest only.
- 1.1.15 Insurance: Proposer must provide an option to include insurance prices in the lease price for the equipment that will be leased. USM campuses and other Maryland state funded campuses are covered by the state self-insurance program, and are prohibited from buying any other insurance through a separate carrier.
- (a) Proposer response to this item must include details regarding coverage, should an entity choose to exercise the insurance option.
 - (b) Insurance must guarantee the total replacement of the leased equipment if equipment is damaged (non-functioning, non-repairable) or stolen.
 - (c) Proposer response to this item must include details on the notification procedure the Customer/Lessee should follow to report a loss.
 - (d) Proposer response to this item must include Proposer plan to expedite equipment replacement, even if the insurance payment is slow to arrive.
- 1.1.16 Include All Costs: Lease price must be inclusive of all applicable fees/costs, hardware, software, freight, delivery, applicable taxes, insurance, and warranty/service costs. Note: Many of the potential participating institutions are classified as tax exempt, some are not.
- 1.1.17 Early Termination: Proposer must allow for early termination and buyout options. Proposer must include instructions on how to calculate the termination payment due, and specific return equipment instructions. If stipulated loss schedules or other documents are referenced in the response, all such documents must be included with the response.
- 1.1.18 Acceptance Certificate: The Acceptance Certificate must include a detailed list of all equipment on the lease schedule.
- 1.1.19 Acceptance. Customer/Lessee shall, at its sole discretion, determine whether the equipment functions as expected, and will sign the acceptance certificate when the equipment is fully operational.
- 1.1.20 Lease Start: The lease term shall begin when the Customer/Lessee accepts the delivered equipment and signs the acceptance certificate. All equipment on the lease schedule must be delivered, inspected and accepted by the Customer/Lessee before the term begins.
- 1.1.21 Equipment Delivery: Equipment must be delivered within 20 business days of order confirmation, unless an exception is mutually agreed upon, in writing, by both parties. Failure on the part of the Proposer /Lessee to communicate expected delivery delays, and/or meet the specified delivery schedule may result in order cancellation by Customer/Lessee, without penalty.

- 1.1.22 Equipment Moves: Proposer shall permit movement of leased equipment. If the Customer/Lessee finds it necessary to move the leased equipment to another location, it shall provide Proposer /Lessor reasonably advanced notice of such movement.
- 1.1.23 Substitute and/or Change Equipment: Proposer must agree to change equipment configurations, or swap out entirely for a different equipment model, to accommodate the changing needs of the user base.

Example offered for clarification purposes only.

(i.e., this item would address a scenario where perhaps 100 laptops of similar configuration were leased for a project, only to discover two months later that five of those users required a more substantial configuration to perform assigned duties. Such flexibility in a lease agreement would permit the Lessee to swap out the five laptops for more appropriate configurations.)

- 1.1.24 Upgrades: Customer/Lessee may upgrade components of the leased equipment at the Customer/Lessee expense. Such upgrades will be removed upon return of equipment to the Proposer /Lessor. Upgrades shall remain the property of the Lessee. This would allow the Customer/Lessee to accommodate the changing needs of its user base without modifying the lease schedule. Such upgrades may include memory, video, network cards, etc.
- 1.1.25 Lease Extensions: Upon End-Of-Lease, Customer/Lessee may have the option to extend the lease term, all or in part, for a period of at least twelve months, for the same lease rate.
- 1.1.26 Lease Extension Cancellations: Any extended period may be cancelled with 30 days written notice.
- 1.1.27 Lease Extension – 30 days: Upon End-Of-Lease, Customer/Lessee may extend the lease term, all or in part, for a period of 30 days at a time, at the same lease rate. Such flexibility will permit the Customer/Lessee to receive, install, and test replacement solutions before returning leased equipment.
- 1.1.28 EOL - Option to Purchase: Upon End-Of-Lease, Customer/Lessee may have the option to purchase the leased equipment, all or in part, for fair market value.
- 1.1.29 EOL - Option to Return: Upon End-Of-Lease, Customer/Lessee may have the option to return the leased equipment back to the Proposer /Lessor, all or in part.
- 1.1.30 Fair Market Value Determination: Proposer must document how fair market value will be determined for purchase and renewal options.
- 1.1.31 Fair Market Value Assessments: Customer/Lessee may challenge Proposers assessment of Fair Market Value. Lessee shall have the right to have equipment appraisals by a mutually acceptable appraiser, or a panel selected by both parties. Appraisers will evaluate the equipment according to the use and value of the Lessee. Vendor will be responsible for all costs associated with an independent appraisal.
- 1.1.32 Warranty – Purchased Equipment: At minimum, a one (1) year parts and labor warranty will apply to all equipment purchased by Customer/Lessee at End-of-Lease.
- 1.1.33 Use and Possession: Customer/Lessee shall have full use and possession of the leased equipment, up to the end-of-lease date. All de-installation, crating and re-certification procedures will commence at the end of the Lease term so as to allow Customer/Lessee the full use of the equipment during the final month.

- 1.1.34 EOL - 90 Days Notice: Proposer will provide ninety (90) days advance notice to the Customer, in writing, prior to the end of lease date. Such notice shall also include a complete schedule of leased equipment, identifying in detail, the equipment nearing End-of-Lease.
- 1.1.35 EOL Notification: End-of-Lease notification will include a quote for return shipping and handling of leased equipment, and a quote for fair market value purchase of leased equipment. Quotes will assist the Customer/Lessee in determining their options for purchase, extension, and/or return.
- 1.1.36 Customer – 60 Days Notice: Upon 90 days notification of End-Of-Lease by Proposer /Lessor, the Customer/Lessee will provide sixty (60) days advance notice to Proposer /Lessor, in writing, of its intent to extend the lease, return the leased equipment, or purchase the leased equipment, all or in part.
- 1.1.37 Return Equipment Shipping Location. Proposer must provide a return shipping location within a 500-mile range of the Customer/Lessee location. If the return shipping location is outside of the stated 500 mile range, Proposer /Lessor agrees to pay the difference in shipping/handling prices.
- 1.1.38 Materials to be Returned: Proposer must state in general, all materials that must be returned upon end-of-lease, document how items should be packaged for return (i.e., are original boxes required?), and document which party is responsible for return packaging and shipping arrangements.
- 1.1.39 Missing Items: Proposer must detail the procedure to compensate for missing items in the return inventory.
- 1.1.40 Lost or Damaged Equipment: Proposer must accommodate lost or damaged equipment by permitting the return of “like kind” substitute equipment. Substitution of a similarly configured (or better) asset with a different serial number than the item originally leased, purchased from the open market, will likely insure that the replacement matches fair market value.
- 1.1.41 Installing Manufacturer Recommended Changes. Customer/Lessee will not be required to cease use of leased equipment during the term, nor be required to pay for optional manufacturer upgrades.
- 1.1.42 Asset Tracking Software: Proposer must provide asset tracking software to identify and control equipment throughout the term of the lease schedule. Such software must track equipment moves, adds, and changes.
- 1.1.43 Soft Costs. Proposer must provide an option to lease assets which are considered to be intangible – software, warranty upgrades and extensions, services, consulting, training, etc.

1.2 Desirable Requirements for Leasing

The following Information **MAY** be submitted:

- 1.2.1 Enhanced Lease Flexibility. Proposer may permit Customer/Lessee to include additional equipment items on the lease schedule during the life of the lease.
- 1.2.2 Enhanced Asset Tracking. Proposer may provide options for enhanced asset tracking and asset management services. Such services may include, but are not limited to the following items:
 - (a) Web based interface
 - (b) Tools/utilities to track and provide information on leased systems and application software.
 - (c) Search utility.
 - (d) Detailed reporting capabilities.
 - (e) Ability to download information to a database or spreadsheet application.
 - (f) Secure Tools/utilities to track and provide information on lease contract related information, lease schedules, lease start and end dates, and lease billing status.
- 1.2.3 Data Clean Up. Proposer may provide a “data clean up” service on equipment scheduled for return. Such service should include, but is not limited to destroying/removing all data and passwords according to current legal standards.
- 1.2.4 Substitute Equipment. Proposer may allow the return of “like kind” substitute equipment at the Lessee’s discretion. Substitution of similarly configured (or better) assets with a different serial number than the item originally leased, purchased from the open market will likely insure that the replacement matches fair market value.

SECTION IV

PROPOSAL REQUIREMENTS

SECTION IV: PROPOSAL REQUIREMENTS

A. PROPOSAL PHASES:

1. Technical Proposals

The Technical Proposal must be submitted in a sealed box or container. The box/container shall have the Proposer's name, the RFP Title and RFP number prominently displayed, together with the words, "TECHNICAL PROPOSAL", and shall be delivered on, or before, Friday, October 20, 2006, on or before 4:00 p.m. to the UMUC's Office of the Vice President for Administration noted in Section I of this RFP as the "Issuing Office". One (1) original and ten (10) (for a total of eleven (11)) and one CD are to be provided. The original is to be clearly labeled. The original hard copy is the official copy of the proposer's response. Late proposals cannot be accepted. Directions to the Issuing Office are available at www.umuc.edu.

2. Oral Presentation/Demonstration Sessions

Only those Proposers who are shortlisted based on the initial technical evaluation may be requested to attend an Oral Presentation/Demonstration Session at the University. The date and time for these sessions, if held, will be set upon completion of the Initial Technical Evaluation; however, it is anticipated that the Oral Presentation Sessions will be conducted on November 15 and/or 16, 2006. It is expected that the Single Point of Contact and the Account Representative(s) attend the orals and demonstrations. You are encouraged to set these dates aside on these people's calendars to avoid any conflicts as the date and time will be scheduled at the University's/MEEC's convenience. Any other individuals who are needed to assist in the description of any part of the products and services proposed for this RFP are also requested to attend the Oral Presentation Sessions.

3. Price Proposal Submittal

The Price Proposal is NOT due at this time, but will be requested only from the shortlisted firms after the completion of the Technical Evaluation. The Price Proposal will be requested via addenda and must be submitted in a sealed envelope with the Proposer's name, the RFP Title and the RFP number prominently displayed, together with the words "PRICE PROPOSAL".

It is anticipated that the Price Proposals shall be delivered in late November or early December to UMUC's Office of the Vice President for Administration noted in Section 00100 as the "Issuing Office". One (1) original and one (1) copy (for a total of two (2) copies to be provided.) The original is to be clearly labeled. The final due date will be confirmed via addendum.

B. TECHNICAL PROPOSAL REQUIREMENTS

1. Technical Proposal Requirements

a. Transmittal Letter

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

b. Technical Proposal Criteria

Clear, concise, yet detailed responses to Item 2 below are to be provided in the technical proposal. As well, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) are to be included in the technical proposal. Marketing material may be provided, but is to be included as an appendix rather than within the body of the proposal.

c. 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.

2. Technical Criteria:

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response.

The Technical Proposal should be prepared in a clear and concise manner. It should address all appropriate points of this RFP **except price information**. The contents of this volume must address the following items, as indicated below, and additionally, must include the appropriate completed forms or responses as indicated in items 2.2 through 2.5 as listed below. *Proposers must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria.*

In general, proposals submitted in response to this RFP must demonstrate that the proposed firm will have:

- An understanding of the scope of the products to be provided under the contract;
- Sufficient resources and capacity to provide the products specified
- Easily used ordering system that provides all requested information

2.1 Executive Summary:

The proposal must begin with an Executive Summary that clearly and concisely summarizes the content of the proposal. This summary is for introductory purposes and will not be part of the evaluation process as the information is to be a summary with the details provided in subsequent proposal contents.

The following items 2.2 through 2.5 are listed below in order of importance. Proposers are requested to compile their proposals in the same order and to provide tabs or separators of some kind between items. It is the Vendor's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for USM/MEEC.

2.2 Approach to Providing the Scope of Products & Services: The Proposing Firm is to explain its ability to meet the mandatory and desirable requirements of the RFP as specified in Section III. Proposers should address each item by number, indicating whether or not they intend to provide such product/feature, and a detailed plan for implementation. Please provide concise, but detailed information. Within the response, the firm should demonstrate that it understands both the magnitude and the importance of the requirements by detailing its proposed products/services for USM/MEEC. The response should be specific to the scope of work for USM/MEEC rather than a boilerplate or generic response. (Section III is provided as a WORD document to each proposer for convenience in addressing each item.)

a. The website ordering system is to be explained in detail. This may need to be demonstrated by all shortlisted firms.

2.3 Company Profile/Firm Experience/Firm References

2.3.1 The Proposer is to provide a **narrative regarding the Company Profile**, to include the following elements:

- An organization chart of the company showing parent company and any affiliates as well as where company that will be servicing USM/MEEC is found on the organization chart
- Address of firm's headquarters, nearest offices, and branch offices
- Address of the office that will be serving USM/MEEC
- Size of the company as measured by facility and staff resources available; note if the firm is a registered Small Business, or is eligible to register as a Small Business, with the State of Maryland
- A brief history of the firm including how long firm has been in business
- Total number of employees in the firm; and also by branch; type of employees (ie, Sales Force, ordering department, accounting department, Technical Support, etc.) available
- Products and Services company provides
- Number of educational clients including past experience with Potential Participating Institutions noted in Appendix D.
- **MBE Commitment:** Provide a narrative on the firm's commitment to the MBE Goal, its anticipated achievement goal, and how it plans to achieve the goal. History of past performance meeting such goals is to be provided. Note: All MBE's must be Maryland State Certified.
- **Annual Sales Volume** for company and the branch office which will service the University on a per year basis for the last three (3) years [2005, 2004, and 2003].
- **Economic Benefit to the State of Maryland:** Proposing firms are to provide information as to how the state of Maryland's economy will benefit if this contract is awarded to the Proposer.
- Firms shall provide a **statement of financial condition**, prepared in accordance with Generally Accepted Accounting Principles. Audited financial statements of the firm's last fiscal year and the past five (5) years must be provided. This information shall remain confidential unless the University is required by legal order to release such information.

2.3.2 Firm Experience/Firm References: Proposers are to provide three (3) references of similar current contracts (within the last 3 years) that he/she deems similar to the contract required by USM/MEEC. For each contract provide:

- Contact information (name, firm name, email address, and phone number). In addition to contact information, please provide the following:
- A brief statement describing the hardware provided to the client,
- The dollar value of the contract (if this is confidential information, please provide a range such as “greater than \$1M annually” or “between \$1M and \$2M per year”, etc.)
- The number or years servicing this client
- The name of your Single Point of Contact and Account Representative(s) for this client assigned to the contract, (Higher consideration will be given if these are the same Key People to be assigned to USM/MEEC in the same roles.)
- The term of the contract (start and end date), and
- Similarities to the proposed USM/MEEC contract.

2.3.3 Firm references:** The University may check references of the firm by contacting the clients provided in item 2.3.2 above. Contact information provided must include the name of the contact, the contact’s title, phone number (including extension if applicable). The contact provided should be able to speak to the performance of the contractor. USM/MEEC reserves the right to check any other references including itself if applicable. References will be held in the strictest of confidence by the University/MEEC.

****Note regarding References:** If USM/MEEC elects to check references, only the short-listed firms will have their references contacted, however, all firms responding must supply this information within their Technical Proposals submitted on October 20, 2006 by 4:00 p.m.

2.4 Staffing the Account Representative(s)/Single Point of Contact/References:

2.4.1 Staffing Plan: Proposing firms are to provide a narrative as to how they plan to staff the contract. Will one or more representatives service the MEEC participating institutions? If more than one, how will responsibilities be assigned to the CSR’s? What problem resolution escalation path is available to a MEEC participating institution? What technical support is available from the Vendor? How will the staff be trained on the MEEC contract?

2.4.2 Provide a resume for the following Key Personnel:

-Dedicated Account Representative(s). Proposer must provide dedicated account representative(s) for this agreement. Provide a resume on each of the assigned representatives.

-Single Point of Contact: Proposer must specify a sole point of contact to the MEEC Executive Director for administrative and contractual communications. Response will include name, e-mail address, mailing address, telephone, and all applicable fax, pager, and mobile phone numbers

For each of the above people, provide a complete resume including educational accomplishments, employment history (with dates of employment and titles held, similar/relevant contract experience, and basis for selection for this contract.

The resume is to include:

- a) educational background including degrees earned with dates;
- b) employment history (with dates of employments), including all positions and dates of these positions held with all employers; and
- c) similar contracts information (minimum of **three** for each person), preferably in the same role as proposed for the USM contract. Contracts should be recent (within the last three years) and of similar size, scope, and complexity to this proposed contract.
- d) Other projects, including geographical location, person is assigned to during the USM/MEEC contract term are to be provided.
- e) Why they were selected for this contract

By submitting the Single Point of Contact for consideration, the Proposer is committing this person to USM/MEEC for the duration of the contract, if awarded. No personnel changes will be permitted without written authorization from the University via a contract amendment. The University, at its sole discretion, reserves the right to request personnel changes if deemed in the best interest of the project.

- 2.4.3 Provide a narrative as to what back up plan is in place in the event a Key Person assigned to the project is lost to the project for good cause (such as leaving the employ of the proposing firm or for medical reasons.) Assignment to another client will generally not be accepted by the MEEC as “good cause”.

Note: Key People will be evaluated based on their demonstrated background, knowledge, and expertise in computer hardware products, experience in the proposed role, and educational experience similar to USM’s/MEEC’s scope as outlined in Section III.

- 2.5 **Personal Purchase Option:** Proposer is strongly encouraged to submit a plan to accommodate personal purchases of computers for personal use by students, faculty, staff, and/or alumni of Maryland schools. Offerings should include all items offered under this contract. The plan should include, at a minimum, the following information:
- (a) Detailed description of products/models to be offered. Given the nature of this very diverse environment, vendors should provide flexibility in their offerings, affording the widest possible range of performance and price options. Vendors should also be willing to help campuses identify appropriate, supportable products for faculty, staff and students.
 - (b) Detailed description of an on-line, web-based configuration utility and ordering process (e-commerce). The utility should provide such options as the manufacturer proposes to offer, and must identify all associated prices (shipping, support, etc.). Ability to choose and/or boot multiple operating systems, for example, may be desired by many students and could be among the choices provided by the web-based configuration utility.
 - (c) Many Higher Education institutions participate in Microsoft and Anti-virus enterprise software agreements for enrolled students. Vendors should consider these existing agreements and present the opportunity to purchase computer hardware without bundled software applications.
 - (d) A global implementation model is anticipated, however, creative options should be proposed for institutional level customization, tailoring, and

purchasing/partnering models (campus bookstores and institutional computing/support centers, for example).

- (e) Vendors are encouraged to present purchasing options that would aggressively bridge the digital divide (for example: lease to own, payment models with a lower “front-end” payment scale, “needs-based” voucher programs, a pool of credit dollars to establish low/no interest loans for those students in need of financial assistance, and/or other creative programs). Vendors should demonstrate a willingness to work with individual campuses and schools to identify creative solutions.
- (f) Detailed delivery specifications.
- (g) Detailed warranty and service options.
- (h) Detailed price protection, money back, and return guarantees.
- (i) Detailed technical support options and procedure to access.
- (j) Detail the opportunities for trade-in allowances and technology refresh options.
- (k) Detailed plan to provide quarterly reporting: Number of desktops and laptops, and associated dollar value by institution, campus, and/or school system.

2.6. Proposal Affidavit State Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Appendix A**.

2.7. Insurance Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Workmen's Compensation and Automobile Liability Insurance.

2.8. Acknowledgement Of Receipt Of Addenda Form:

If any addenda to the RFP 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.

SECTION V

ORAL PRESENTATION/DEMONSTRATION SESSIONS

PRICE PROPOSAL FORMAT

SECTION V: ORAL PRESENTATION/DEMONSTRATION SESSIONS AND PRICE PROPOSAL

A. Oral Presentations/Demonstration Sessions:

Only those Proposers who are shortlisted, based on the initial proposal evaluation, will be requested to attend an Oral Presentation/Demonstration Session at the University.

The date and time of the Oral Presentation/Discussion Sessions may be set by the University upon completion of the initial proposal evaluation, however, this (these) session(s) is (are) anticipated to be held November 15 and/or 16, 2006. If held, it is expected that the Single Point of Contact and the Account Representative(s) attend this session. It is requested that these dates be set aside on the Single Point of Contact and the Account Representative(s) calendars to avoid any conflict. The actual date and time will be verified with the applicable proposers at the time it is requested by UMUC. **These sessions will be scheduled at the convenience of the University** as part of the overall evaluation of proposals. Proposers may be required to answer questions from the Technical Evaluation Committee during an oral presentation; such questions may or may not be submitted to a Proposer in advance.

The purposes of the Oral Presentation/Demonstration Sessions are as follows:

- to allow the Proposer an opportunity to demonstrate its website and ordering capabilities,
- to allow the University to meet the Proposer's key people and for these key people to convey their experience and expertise in computer hardware;
- to discuss/clarify any and all aspects of the initial technical submittal in particular the proposed ordering methodology and products to be provided; and,
- to provide an opportunity to clarify the scope of services for this contract.

Representatives attending the sessions must be qualified to answer questions about the proposal and to demonstrate the website ordering process. Individuals who are needed to assist in the description of any part of the products and services proposed for this RFP are also requested to attend the Oral Presentation/Demonstration Sessions.

The Oral Presentation/Demonstration Session forum will be informal as the University is **not** interested in solely a marketing presentation; rather, the University is requesting a demonstration on the ordering system and a discussion session with each of the shortlisted firms that allows ample time for the University and the Proposing Firm to ask questions and discuss the firm's technical proposal as it relates to the scope of the services and the firm's capabilities/qualifications.

Upon completion of the Oral Presentations/Demonstration Sessions, the University will conduct the Second Phase Evaluation as described in Section VI.

B. Price Proposal

Price Proposals will be requested only from those Proposers whose technical proposals are shortlisted following the completion of the second phase technical evaluation. An addendum will be issued at the time in which Price Proposals are requested to confirm the due date and time. It is anticipated that the Price Proposal will be due in late November or early December, 2006.

Offerors shall present their price proposal in the format described below:

a. Format of Price Proposal Offer

Unless otherwise stated, all financial responses shall be submitted using the forms located in Appendix F of this RFP document. Price Proposals must be submitted in both hardcopy and electronic versions.

The proposed discounts are to be constant for the life of the contract. It is understood that the list price will vary throughout the life of the contract and based on the circumstances of the actual procurement at the time the order is placed.

Proposing firms are to price a discount from the list price offered by the manufacturer or the proposer's distributor. The list price must be a publicly verifiable price. That is, the proposing firm should indicate the list price, and the USM/MEEC discount for each of the items listed.

The quoted discount is to be the minimum discount offered. For any given purchase, but especially for large quantity purchases, the ordering agency may request the awarded firm to quote a better discount. The vendor is not obligated to offer a better discount than that quoted, but is strongly encouraged to do so.

Referenced list price as well as the additional MEEC discount must be published on a website or in printed literature for each purchase under this contract.

Vendors who have proposed multiple brands may provide multiple discount pricing scenarios.

For pricing analys

SECTION VI

EVALUATION AND SELECTION PROCEDURES

SECTION VI. EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

All 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.

B. EVALUATION PROCEDURE

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 proposer 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 computer hardware suppliers an opportunity to present their qualifications, experience, and approach to providing the scope of products in relation to the needs of USM. 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. 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 proposals are most advantageous to the University/MEEC. 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.

- A. Meeting the Mandatories
- B. Ability to provide the Desirables
- C. Company Profile/Experience/References

- D. Staffing Plan/Qualifications of the Account Representative(s)/Single Point of Contact
- E. Personal Computer Purchases

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.

2.1 Initial Technical Evaluation:

An **Initial Technical Evaluation** of the Technical Proposals will be conducted by the University's Selection and Evaluation Committee. The order of importance of the technical criteria is as follows: 1) Meeting the Mandatories; 2) Ability to provide the Desirables; 3) Company Profile/Experience; 4) Staff Plan/Qualifications of the Account Representative(s)/Single Point of Contact; and 5) Personal Computer Purchases. Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Initial Technical Proposals and will not progress further in the procurement. A short list may 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.

2.2 Second Phase Technical Evaluation

Based on the selection committee's initial review of proposals, the University may invite, without cost to itself, the short listed firms to make a presentation of their proposal and to demonstrate their ordering system and capabilities and expertise as a further consideration in the selection process. If orals are held, only those Proposers who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process. Following the Oral Presentation/Demonstration Sessions (if 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 references for the Firm (if checked by USM/MEEC) incorporated into the appropriate criteria; that is, the order of importance will remain as follows: 1) Meeting the Mandatories; 2) Ability to provide the Desirables; 3) Company Profile/Experience/References; 4) Staff Plan/Qualifications of the Account Representative(s)/Single Point of Contact; and 5) Personal Computer Purchases.

In the Second Technical Evaluation all categories will be re-evaluated based on the Oral Presentation/Demonstration Session. The University will establish a ranking of technical proposals from highest to lowest. 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.

2.3 Price Proposal Phase:

Upon completion of the Second Phase Technical Evaluation, **only** those firms whose technical proposals remain short listed will have their Price Proposals opened. The due date and time for price proposals is anticipated to be late November or early December.

It is the intent of the University that the Price Proposal will consist of quoting a discount from manufacturer's and/or distributor's list price that would apply to all MEEC purchases. This would be a minimum discount as on each and every purchase the vendor may offer a greater discount. A sample Price Proposal form is provided in Appendix F, however, this form may evolve as the procurement progresses.

C. Price Evaluation

Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the Proposer's minimum discount from the manufacturer's and/or distributor's list price for various product scenarios. Scenarios will be used for pricing analysis only. Vendors proposing to provide multiple brands will be able to sell brands that are not specifically priced in the sample configurations. Products will be priced based on the standard warranty per the specifications. If a vendor does not provide a specific brand used in a sample scenario, the vendor may a) "no bid" the scenario or b) price an "or equal". If an equal is priced, the technical specifications for the "or equal" product must be provided as it compares to the specified sample product. The USM/MEEC is the sole determiner as to the acceptability or rejection of "or equals".

(It is expected that as the procurement advances, the particulars of the required price proposal format may evolve.)

The University may elect to request Best & Final Price Proposal(s).

The University will establish a financial ranking of the proposals from lowest to highest total offers. The lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

D. Discussions. The University reserves the right to recommend an Proposer for contract award based upon the Proposer's technical proposal and price proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State, 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 and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Proposers.

4. Best and Final Offers. When in the best interest of the University and the State, the Committee may recommend and the Procurement Officer may permit qualified Offerors to revise their proposals by submitting "Best and Final" offers.

E. FINAL RANKING AND SELECTION

The scoring of the price proposal will be combined with the corresponding total technical scores based on the Second Phase Technical Evaluation to determine the final ranking. Technical merit will have a greater weight than financial in the final ranking. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. 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 Proposer(s) whose proposal is determined to be the most advantageous to the University and the State of Maryland based on the results of the final technical and

financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures.

Award may be made to a proposal with a higher technical ranking even if its cost 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 goal is to contract with the Contractor that provides the best overall value to the University. Multiple awards are anticipated to result from this solicitation.

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.

APPENDICES

APPENDIX A

Acknowledgement of Receipt of Addenda
Bid/Proposal Affidavit

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: USM-2007-12

PROPOSAL DUE DATE: Friday, October 20, 2006 AT 4:00 P.M.

RFP FOR: The USM & MEEC for the Purchase and/or Lease of Microcomputer Hardware, PCS, Laptops, and Services

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

BID/PROPOSAL AFFIDAVIT (June, 2006)

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. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; 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 may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

APPENDIX B: VERIFICATION OF TAX PAYMENTS AFFIDAVIT

1. AUTHORIZED REPRESENTATIVE:

I HEREBY DECLARE AND AFFIRM THAT I am the _____
(Title)

and the duly authorized representative of _____
(Name of Contractor)

and that I possess the legal authority to make this Affidavit on behalf of myself and the vendor for which I am acting.

2. VERIFICATION OF TAX PAYMENTS

I FURTHER CERTIFY that the Contractor named above has paid all taxes, unemployment insurance contributions, reimbursement payments, and interest not barred by limitations and payable to the Comptroller, the Department of Assessments and Taxation, or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection in accordance with Section t3-22Z of the state Finance and Procurement Article; and

3. SALES AND USE TAX LICENSE

I FURTHER CERTIFY that if the bidder or offeror named above is a vendor of tangible personal property, the bidder or offeror possesses a valid Sales and Use Tax License under Title 11, Subtitle 7 of the Tax - General Article.

I ACKNOWLEDGE THAT THIS AFFIDAVIT is to be furnished to the Procurement Officer and may be distributed to boards, commissions, administrations, departments and agencies 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 in Subject to applicable laws of the United States and the State of Maryland both criminal and civil, and that nothing in this Affidavit or the Contract shall be construed to supersede, amend, *modify or* waive, on behalf of the State of Maryland, and any office or agency of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violations of the obligations, terms and covenants undertaken by the above Contractor in respect to (1) this Affidavit, (2) the Contract, and (3) other Affidavits comprising part at the bid or proposal documents associated with the Contract.

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

(Date)

(Affiant)

APPENDIX C: Academic/Education Eligibility

A. Eligible for Academic/Education Pricing

The following entities are considered eligible for Academic/Education Pricing under the terms of this RFP. All Eligible Education Customers must be located in Maryland, or qualify as an international affiliate institution.

1. Educational Institutions

A public or private K-12, vocational school, correspondence school, junior college, college, university, or scientific or technical school meeting all of the following criteria: (i) organized and operated exclusively for purpose of teaching its matriculating K-12 or higher education students; and (ii) institutionally accredited by a Regional Institutional Accrediting Agency recognized by the U.S. Secretary of Education.

Or

An accredited preschool meeting all of the following criteria: (i) is an early childhood program that serves a minimum of ten children between two and five years of age; (ii) has been in operation for at least one year; (iii) provides educational services, and (iv) is incorporated for the purpose of providing education services to children between two and five years of age.

2. Administrative Offices & Boards of Education

Defined as district, regional and state administrative offices of the Educational Institutions defined in Item #1 above

3. Teachers, Faculty and Staff

Defined as all full and part time faculty and staff of Educational Institutions defined in Item #1 above.

4. Public Libraries

Must meet all of the following criteria: (i) provide general library services without charge to all residents of a given community, district or region; (ii) are supported by public or private funds; (iii) make its basic collections and basic services available to the population of its legal service area without charges to individual users, but may impose charges on users outside its legal service area; and (iv) may or may not provide the products and services, beyond its basic services, to the public at large with or without individual charges.

5. Public Museums

Must meet all the following criteria: (i) are a public or private agency or institution organized on a permanent basis for essentially education or aesthetic purposes; (ii) utilize a professional staff; and (iii) own or utilize tangible objects, care for them and exhibit them to the public on a regular basis.

6. Teaching Hospitals

Johns Hopkins Hospital (JHU)
University of Maryland Medical Center (UMMC)

APPENDIX D: Potential Participating Institutions

Most of the following Maryland institutions and school systems currently participate in MEEC Software Licensing Agreements. They are all eligible and potential participants in this RFP. Many additional schools and Libraries, not listed here, also qualify for participation.

UNIVERSITY SYSTEM OF MARYLAND INSTITUTIONS

Bowie State University
Coppin State University
Frostburg State University
Salisbury University
Towson University
University of Baltimore
University of Maryland, Baltimore
University of Maryland, Baltimore County (UMBC)
University of Maryland, College Park
University of Maryland Eastern Shore
University of Maryland University College (UMUC)
University of Maryland Biotechnology Institute
University of Maryland Center for Environmental Science

OTHER MARYLAND SCHOOLS & ORGANIZATIONS

Morgan State University
St. Mary's College of Maryland
Traditional Acupuncture Institute
United States Naval Academy
Uniformed Services University of the Health Sciences

MARYLAND K-12 PUBLIC SCHOOLS

Allegany County Public Schools
Anne Arundel County Public Schools
Baltimore City Public Schools
Baltimore County Public Schools
Calvert County Public Schools
Caroline County Public Schools
Carroll County Public Schools
Cecil County Public Schools
Charles County Public Schools
Dorchester County Public Schools
Frederick County Public Schools
Garrett County Public Schools
Harford County Public Schools
Howard County Public Schools
Kent County Public Schools
Montgomery County Public Schools
Prince George's County Public Schools
Queen Anne's County Public Schools
Somerset County Public Schools
St. Mary's County Public Schools
Talbot County Public Schools
Washington County Public Schools
Wicomico County Public Schools
Worcester County Public Schools

MARYLAND K-12 PRIVATE SCHOOLS

Academy of the Holy Cross
Archbishop Spalding High School
Bais Yaakov School for Girls
Beth Tfiloh Community School
Bishop McNamara High School
The Bullis School
The Bryn Mawr School
Calvert Hall College High School

Cardinal Hickey Academy
Catholic High School of Baltimore
Country School
Connelly School of the Holy Child
Friends School of Baltimore
Garrison Forest School
Grace Bible Christian School
Green Acres School
Holy Cross School
Holy Redeemer School
Holton-Arms School
Institute of Notre Dame
John Carroll School
The Key School
Lamb of God School
Landon School
Little Flower School
Loyola Blakefield
Maryvale Preparatory School
Mater Dei School
McDonogh School
Mercy High School
Mount St. Joseph
Notre Dame Preparatory School
Norwood School
Our Lady of Hope/St. Luke
Our Lady of Mt. Carmel Schools
The Park School
Queen Anne School
Resurrection – St. Paul School
Roland Park Country School
Severn School
St. Columba School
St. Francis de Sales School
St. Francis of Assisi School
St. James School
St. Jerome School
St. John the Baptist
St. John the Evangelist
St. Joseph's School
St. Jude Catholic School
St. Louis School
St. Mary of the Mill's School
St. Mary's School (Annapolis)
St. Mary's School (Rockville)
St. Mary Clement Hofbauer
St. Paul's School for Boys
St. Peter's School
St. Philip Neri School
St. Timothy's School
St. Vincent Pallotti
Talmudical Academy
Takoma Academy
Torah School of Greater Washington
Washington New Church School
Wesleyan Christian Academy
West Nottingham Academy
Yeshiva of Greater Washington
Yeshivate Rambam

MARYLAND COMMUNITY COLLEGES

Allegheny Community College of Maryland
Anne Arundel Community College
Baltimore City Community College
Carroll Community College
Cecil Community College
College of Southern Maryland
Chesapeake College
The Community College of Baltimore County
Frederick Community College
Garrett Community College
Hagerstown Community Junior College
Harford Community College

Howard County Community College
Montgomery College
Prince George's Community College
Wor-Wic Community College

MARYLAND INDEPENDENT COLLEGES AND UNIVERSITIES

Capitol College
College of Notre Dame of Maryland
Columbia Union College
Goucher College
Hood College
Johns Hopkins University
Loyola College of Maryland
Mount St. Mary's College
St. John's College
St. Mary's Seminary & University
Sojourner-Douglas College
Maryland Institute, College of Art
Villa Julie College
Western Maryland College
Washington Bible College
Washington College

Maryland Public Libraries

Enoch Pratt Free Library
Allegany County Public Library
Anne Arundel County Public Library
Baltimore City Public Library
Baltimore County Public Library
Calvert County Public Library
Caroline County Public Library
Carroll County Public Library
Cecil County Public Library
Charles County Public Library
Dorchester County Public Library
Frederick County Public Library
Garrett County Public Library
Harford County Public Library
Howard County Public Library
Kent County Public Library
Montgomery County Public Library
National Library of Medicine
Prince George's County Public Library
Queen Anne's County Public Library
Somerset County Public Library
St. Mary's County Public Library
Talbot County Public Library
Washington County Public Library
Wicomico County Public Library
Worcester County Public Library

ADMINISTRATIVE OFFICES AND NON-DEGREE GRANTING INSTITUTIONS

University System of Maryland Office (USMO)
University System of Maryland Service Center (USMSC)
Maryland Higher Education Commission System Office (MHEC)
Maryland State Department of Education Offices (MSDE)
Maryland Association of Community Colleges Office (MACC)
Johns Hopkins Hospital
Maryland Independent Colleges and Universities Association Offices (MICUA)
University of Maryland Medical Center (UMMC)

APPENDIX E: International Affiliate Campuses

Potential Overseas Participants

NOTE: This is **NOT** an all inclusive list; participants may be added during the life of the contract

Johns Hopkins University
Bologna Center
Via Belmeloro, 11
40126 Bologna, Italy
051-232185 telephone
031-228505 fax

Villa Spellman
Via San Leonardo 13
50125 Florence, Italy
39-55-221-615

Nanjing Center for Chinese and American Studies
Nanjing, PRC
85-25-663-7651

University of Maryland, University College
European Division:

UMUC European Division Headquarters
Attn: Information Technology
Unit 29216
APO AE 09102

Asian Division:

UMUC Asian Division Headquarters
Attn: Information Technology
Unit 5060
Box 0100
APO AP 96328-0100

APPENDIX F: Price Proposal Form

PROPOSAL NO.: RFP USM -2007-12
PRICE PROPOSAL DUE DATE:
PROPOSAL FOR: MEEC Hardware
PROPOSER: _____
Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

DATE _____

Valerie Rolandelli
University of Maryland University College
Office of the Vice President for Administration
3501 University Blvd. East, Room 3105-D
Adelphi, MD 20783-8002

Dear Ms. Rolandelli:

The undersigned hereby submits the Best and Final Price Proposal (BAFO) as set forth in RFP # USM-2007-12 dated 9/20/06 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 provide computer hardware to MEEC 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. (We understand that per the RFP that we no longer have an opportunity to submit requests for changes in the contract terms and conditions as these were to be submitted with our Technical Proposal. We further understand that if we did submit requested contract changes with our Technical Proposal that USM/MEEC is under no obligation to accept these changes and will negotiate any such contract revisions in accordance with State of Maryland law, regulations, and/or University Procurement Procedures.)

We have verified our proposal prior to submission, and understand that UMUC cannot be responsible for Proposer's errors or omissions. We further understand that any BAFO price proposal that has been accepted by USM may not be withdrawn by the vendor.

A discount for MEEC participating institutions from the standard manufacturer's list price applicable at the time the order is placed (unless another date is mutually agreed between the Vendor and the participating MEEC institution) is quoted on the attached "Discount Schedule". We understand that this is a minimum discount and that on an order by order basis we may extend a greater discount. We further understand that if we are awarded the contract, we will provide the list price and the MEEC discount on any quotation provided and/or order placed under this contract. The list price will be verifiable on our website and/or in our list price publication by the ordering institution.

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 technical proposal remains in effect.

The evaluation and subsequent final ranking of proposals will be in accordance the RFP documents. We understand that technical weighs greater than financial.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

We confirm that MBE Attachment A and B are submitted with this Price Proposal and if we fail to do so that USM/MEEC will consider our proposal non-responsive. We understand that failure to submit these MBE forms is non-curable.

Enclosure: -Discount for MEEC Participating Institutions Rate Schedule
 -Category 2 Leasing Term
 -MBE Attachment A and B

(Signatures should be placed on following page.)

The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror 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 _____
TELEPHONE NO. _____

In Presence of Witness:

_____ as to

BY _____
(Partner)

Printed Name: _____

_____ as to

BY _____
(Partner)

Printed Name: _____

_____ as to

BY _____
(Partner)

C. CORPORATION

(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

DISCOUNT SCHEDULE ON PURCHASES

USM/MEEC CONTRACT #USM-2007-12

(Proposers may add additional sheets as necessary to provide their complete discount structure.)

A. Type of Item – Institutional Purchase	Manufacturer	MEEC Discount from Manufacturer's List Price for the item (percent %)
Desktops/Workstations	Lenovo	
	Dell	
	HP	
	Toshiba	
	Panasonic	
	Sony	
	Fujitsu	
	Gateway	
	Other:	
Laptops	Lenovo	
	Dell	
	HP	
	Toshiba	
	Panasonic	
	Sony	
	Fujitsu	
	Gateway	
	Other:	
Servers	Lenovo	
	Dell	
	HP	
	Toshiba	
	Panasonic	
	Sony	
	Fujitsu	
	Sun	
	EMC	
Gateway		
Other:		
Peripherals	Lenovo	
	Dell	
	HP	
	Toshiba	
	Panasonic	
	Sony	
	Fujitsu	
	Gateway	
	Other:	

A. Type of Item – Institutional Purchase	Manufacturer	MEEC Discount from Manufacturer's List Price for the item (percent %)
Internal Component Items	Lenovo	
	Dell	
	HP	
	Toshiba	
	Panasonic	

	Sony	
	Fujitsu	
	Gateway	
	Other:	
Accessories (UPS, PDU, security options, laptop carry cases, etc.)	Lenovo	
	Dell	
	HP	
	Toshiba	
	Panasonic	
	Sony	
	Fujitsu	
	Gateway	
	Other:	
Warranty Extension Fee (Extended On Site Warranty Option)	Lenovo	
	Dell	
	HP	
	Toshiba	
	Panasonic	
	Sony	
	Fujitsu	
	Gateway	
	Other:	
Warranty Upgrade Option – Premium Service	Lenovo	
	Dell	
	HP	
	Toshiba	
	Panasonic	
	Sony	
	Fujitsu	
	Gateway	
	Other:	

A. Type of Item – Institutional Purchase	Manufacturer	MEEC Discount from Manufacturer's List Price for the item (percent %)
Post Warranty Maintenance Fee	Lenovo	
	Dell	
	HP	
	Toshiba	
	Panasonic	
	Sony	
	Fujitsu	
	Gateway	
	Other:	

		MEEC Discount from Proposing Firm's/Supplier's List Price for the item (percent %)
Domestic and International Shipping		
Installation Services		
Peripheral, Component, Accessory Maintenance		
Wireless Mobile Lab Equipment		
Technician Certification Program		
Facilitation of data movement		
End of Life Service Options		

B. Type of Item – Personal Purchase	Manufacturer Name	Discount from manufacturer's list price (percent %)
Desktops/Workstations		
Laptops		
Peripherals		
Internal Component Items		
Accessories (UPS, PDU, security options, laptop carry cases, etc.)		

C. Hourly rates for Professional Services (Current hourly rates to be provided in an attachment for all positions)	
Design Service (discount from hourly rate) (current hourly rates to be provided on separate attachment)	
Consulting Services (discount from hourly rate) (current hourly rates to be provided on separate attachment)	

Category 2: Leasing Terms

In a separate attachment to this BAFO Price Proposal Form, proposing firm is to provide its pricing for leasing terms as specified in the RFP to accommodate variables for the following items:

- The lease period (12, 24, 48 and 60 month lease)
- The equipment type
 - Laptop/Portables
 - Desktops/workstations
 - Servers
 - Mobile Lab Equipment
 - Soft Costs (insurance, warranty extensions/upgrades, service, installation, software, etc.)
- Operating and Capital Lease
- Payment “In Advance” or “In Arrears”
- Monthly, Quarterly, and Annual Payment Structure
- Accommodates different fee structure for leases that may originate in each of the five(5) possible contract years.

Unless otherwise stated, Offeror shall provide with an applicable lease rate factor.

Offeror is to indicate whether the lease payment is due at the beginning of each period “In Advance”, or at the end of each period “In Arrears”.

Offeror may present different lease rate factors for leases that would originate in each of the possible five (5) years of the contract.

Offeror is to provide lease rate factors to accommodate monthly, quarterly and annual payments.

The Offeror is to accommodate 2 different types of leases - Operating and Capital.

A. Definitions:

The **Lease Rate Factor** is the multiplier for calculating a lease rate. This fractional (percentage) number should contain the interest and overhead factor necessary for the lease rate computation. The lease rate factor, when multiplied by the pre-tax cost of equipment or goods, will provide the monthly or periodic payment amount.

Operating Lease The contract is normally written for a much shorter period of time than the life of the equipment and the Lessor handles all maintenance and servicing. Sometimes called a service lease. Operating leases are the opposite of Capital Leases. Lessee will have the option to purchase the equipment for its fair market value at the end of the lease term

Capital Lease is treated by the lessee as both the borrowing of funds and the acquisition of an asset to be depreciated. The lease should be recorded on the lessee's balance sheet as an asset and corresponding liability (lease payable/purchase). Lessee will have the option to purchase the equipment for \$1 at the end of the lease term.

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PRICING SCENARIOS: Proposing firms are to utilize the quoted discount structure provided to price the following hardware items. The price quote for the scenario should include: 1) List Price; 2) Educational Discount (percentage and dollar amount) 3) Additional MEEC Discount (percentage and dollar amount); 4) Final MEEC Price. An EXCEL spreadsheet has been provided for you to present these pricing scenarios.

THESE SCENARIOS WILL BE USED IN THE EVALUATION OF THE PRICE PROPOSALS.

NOTE: In some cases, a brand name and model number is provided as the sample pricing scenario. Proposing firms may provide an "equal" to the specified model, however, it should be clearly stated as to the manufacturer and model number being quoted on the pricing sheet.

A. Laptops/Desktop Computers PRICE IN TWO (2) WAYS:

- PURCHASE (Qty of 1, Qty of 25, Qty of 100)
- 36 MONTH LEASE (Qty of 1; Qty of 25)

Sample A1. Sample Configuration "Intel-Like" Portable Laptop

Intel Core 2 Duo T7200 (2.00GHz) 4M L2 Cache, 667Mhz Dual Core
Windows XP Professional, SP2
14.1 inch WXGA LCD Panel
1GB, DDR2-677 SDRAM, 1 DIMM
60GB Hard Drive, 9.5MM, 7200RPM
64MB Video Card
Floppy Drive
Wireless 802.11a/g Mini Card
10/100/1000 Base-T Ethernet
56K Modem
24X CD-RW/DVD
6 Cell Primary Battery
90W A/C Adapter
Ports: Serial, IEEE-1394, Headphone, Speaker, USB, RJ-45
3 Year Warranty

**Sample A2. Sample Configuration Apple Portable Laptop
MacBook**

2.0GHz Intel Core Duo
13.3-inch widescreen display
1GB memory (2x512MB DDR2 SDRAM (PC2-5300))
80GB 5400-rpm Serial ATA hard drive
6x SuperDrive (DVD±RW, CD-RW)
10/100/1000 Base-T Ethernet Gigabit
56K Internal Modem
AirPort Extreme wireless networking (802.11b/g)
Bluetooth 2.0+EDR
Two USB 2.0 ports, One FireWire port
Mac OS Operating System
AppleCare Protection Plan (Warranty)

Sample A3. Sample Configuration for "Intel-Like" Desktop

Intel Pentium D Processor 930 (3.0GHz, 2X2M, 800MHz FSB)
1GB DDR2 SDRAM, 533MHz, (1DIMM)
USB Keyboard
17 inch Flat Panel Analog Display
80GB SATA 3.0Gb/s and 8MB DataBurst Cache Hard Drive
10/100/1000 Base-T Ethernet

1.44MB 3.5 Inch Floppy Drive
Windows XP Professional, SP2
USB 2-Button Optical Mouse with Scroll
48X32 CDRW/DVD Combo
PCI Slots,USB Slots
Basic Sound card and speakers
Standard Graphics card with 64MB RAM minimum
3 Year Warranty

**Sample A4. Sample Configuration for Apple Desktop
iMac**

17" LCD Display
2.0GHz Intel Core Duo
2MB shared L2 cache
1GB memory (2x512MB DDR2 SD RAM)
ATI Radeon X1600 128MB SDRAM
SuperDrive 8x (DVD+R DL/DVD+RW/CD-RW)
160GB Serial ATA Hard Drive
Keyboard
Mighty Mouse
Mac OS X Operating System
Built-in AirPort Extreme
Three USB 2.0 ports, two FireWire 400 ports
Gigabit Ethernet
Mini-DVI video out
Built-in stereo speakers
AppleCare Protection Plan (Warranty)

B. Printer Samples Scenarios:

B1. Personal Ink Jet Printer:

HP DeskJet D4160 (C9068A) or equal.

Speed	
Print speed, black (draft quality mode)	Up to 30 ppm
Print speed, black (normal quality mode)	Up to 8.9 ppm
Print speed, black (best quality mode)	Up to 2.3 ppm
Print speed, color (draft mode)	Up to 23 ppm
Print speed, color (best quality mode)	Up to 5.8 ppm
Monthly volume (duty cycle):	Up to 1000 pages

Print quality / technology	
Print technology	Technology: HP Thermal Inkjet
Print quality, black	Up to 1200 x 1200 rendered dpi
Print quality, color	Up to 4800 optimized dpi color and 1200 input dpi
Print cartridges	Color: Black, cyan, magenta, yellow (optional: light cyan, light magenta)
Ink types	Dye-based, pigment-based

Paper handling / media	
Paper trays, std.	1
Paper trays, max.	1
Input capacity, std.	Up to 100 sheets
Input capacity, max.	Up to 100 sheets
Standard envelope capacity	Up to 10 envelopes
Output capacity, std.	Up to 50 sheets
Output capacity, max.	Up to 50 sheets
Duplex printing (printing on both sides of paper)	None (not supported)
Media sizes, std.	Letter, legal, executive, No 10 envelopes, cards, borderless panorama, borderless photo, double panorama
Media sizes, custom	3 x 5 to 8.5 x 24 in
Media types	Paper (plain, inkjet, photo), envelopes, transparencies, labels, cards, HP's premium media, iron-on transfers, borderless media
Media weight, recommended	16 to 24 lb

Media handling	Sheetfed
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Memory / print languages	
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Memory, std.	Integrated memory
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Connectivity	
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Connectivity, std.	2 USB
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Dimensions / weight / warranty	
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Dimensions (w x d x h)	18.07 x 18.9 x 5.67 in
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Weight, U.S.	7.6 lb
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Warranty, std.	One-year limited hardware warranty backed by HP Customer Care, service and support; one-year technical phone support, plus a toll-free number
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What's in the box	
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What's in the box	HP Deskjet D4160 Printer, HP 98 Black Inkjet Print Cartridge (11 ml), HP 93 Tri-color Inkjet Print Cartridge (5 ml), HP Photosmart Essential and Premiere software, HP Photosmart Express, Setup Guide, Reference Guide, power supply, power cord, USB cable.
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B2. Personal Desktop Printer:

HP LasetJet 1320 (Q5927A) to be replaced by HP LaserJet P2015 or equal

Speed	
Print speed, black (best quality mode)	Up to 22 ppm

Print quality / technology	
Print technology	Technology: Laser
Print quality, black	Up to 1200 x 1200 dpi

Paper handling / media	
Paper trays, std.	1, plus single-sheet multipurpose input slot
Paper trays, max.	2 plus single-sheet multipurpose input slot
Input capacity, std.	Up to 250 sheets
Input capacity, max.	Up to 500 sheets
Standard envelope capacity	1 envelopes
Envelope feeder	No
Output capacity, std.	Up to 125 sheets
Output capacity, max.	Up to 125 sheets
Duplex printing (printing on both sides of paper)	Automatic (standard)
Paper Handling, Input (standard)	Single-sheet multipurpose input slot, 250-sheet input tray
Paper Handling, Input (optional)	250-sheet input tray
Paper Handling, Output (standard)	125-sheet output bin
Media sizes, std.	Letter, legal, executive, index cards, envelopes (No. 10, Monarch)
Media sizes, custom	Tray 1: 3 x 5 to 8.5 x 14 in; Trays 2, 3: 5.8 x 8.3 to 8.5 x 14 in
Media types	Paper (bond, light, heavy, plain, recycled, rough), envelopes, labels, cardstock, transparencies, heavy media

Memory / print languages	
Memory, std.	16 MB
Hard disk	None
Print languages, std.	HP PCL 6, HP PCL 5e, Postscript Level 2 emulation with automatic language switching
Typefaces	45 scalable TrueType fonts, 35 PostScript

monthly page volume	
Monthly volume (duty cycle):	Up to 10000 pages

Connectivity	
Connectivity, std.	USB 2.0 compatible port, IEEE 1284-B compliant parallel port
Connectivity, opt.	HP Jetdirect external print servers, HP wireless print servers, Bluetooth wireless printer adapter, HP Jetdirect print servers for Fast Ethernet (170x, 175x, 300x, 380x, 500x), HP Jetdirect en3700 Fast Ethernet Print Server, C239 HP Jetdirect ew2400 802.11g Print Server
Print drivers, std.	HP PCL 6, HP PCL 5e, Postscript Level 2 emulation

Dimensions / weight / warranty	
Dimensions (w x d x h)	13.8 x 14 x 10.1 in
Weight, U.S.	24.7 lb
Warranty, std.	One-year, return to HP authorized service center warranty

What's in the box	
What's in the box	HP LaserJet 1320 Printer, HP LaserJet print cartridge, Getting Started Guide, CD (includes software and User's Guide), power cord, 250-sheet input tray
Software included	HP printer software on CD-ROM: installer/uninstaller, drivers (HP PCL 5e, HP PCL 6, PostScript Level 2 emulation), HP Toolbox for diagnostic status and configuration, HP Embedded Web Server, control panel simulator, help, documentation

B3. Network Group Printer Black & White:

HP LaserJet 4350dtn (Q5409A) or equal:

Speed	
Print speed, black (best quality mode)	Up to 55 ppm

Print quality / technology	
Print technology	Technology: Laser
Print quality, black	Up to 1200 x 1200 dpi

Paper handling / media	
Paper trays, std.	3
Paper trays, max.	5
Input capacity, std.	Up to 1100 sheets
Input capacity, max.	Up to 3100 sheets
Standard envelope capacity	Up to 10 envelopes
Envelope feeder	Yes, 75
Output capacity, std.	Up to 300 sheets
Output capacity, max.	Up to 800 sheets
Duplex printing (printing on both sides of paper)	Automatic (standard)
Paper Handling, Input (standard)	100-sheet multipurpose tray, two 500-sheet input trays, automatic duplex printing
Paper Handling, Input (optional)	500-sheet or 1500-sheet input tray (2 additional trays for up to 3100-sheet input capacity), 75-envelope feeder
Paper Handling, Output (standard)	250-sheet output bin, 50-sheet rear output bin, 500-sheet stapler/stacker
Paper Handling, Output (optional)	500-sheet stacker or 15-sheet stapler/500-sheet stacker
Media sizes, std.	Letter, legal, executive, statement, envelopes (No. 10, Monarch)
Media sizes, custom	Multipurpose Tray 1: 3 x 5 to 8.5 x 14 in; Tray 2 and 3: 5.8 x 8.3 to 8.5 x 14 in
Media types	Paper (bond, color, letterhead, plain, preprinted, prepunched, recycled, rough), envelopes, labels, cardstock, transparencies, user-defined

Memory / print languages	
Memory, std.	96 MB
Hard disk	Optional, HP High-performance EIO Hard Disk (20 GB)
Print languages, std.	HP PCL 6, HP PCL 5e, HP Postscript Level 3 emulation, direct PDF (v 1.3) printing (with at least 128 MB printer memory)

Typefaces	80 HP font set (plus Greek, Hebrew, Cyrillic, Arabic)
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monthly page volume	
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Monthly volume (duty cycle):	Up to 250000 pages
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Connectivity	
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Connectivity, std.	Hi-Speed USB 2.0 port, IEEE 1284-B compliant parallel port, 2 open EIO slots, HP Jetdirect Fast Ethernet Embedded Print Server
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Connectivity, opt.	HP Jetdirect EIO internal print servers, HP Jetdirect external print servers, HP wireless print servers, HP Jetdirect EIO connectivity card (for USB, serial, LocalTalk), Bluetooth wireless
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Print drivers, std.	HP PCL 6, HP PCL 5e, HP PostScript Level 3 emulation, HP GL/2
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Dimensions / weight / warranty	
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Dimensions (w x d x h)	16.2 x 41.1 x 26.4 in
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Weight, U.S.	65.5 lb
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Warranty, std.	One-year, return to HP authorized service center warranty plus 2 year extended warranty
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What's in the box	
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What's in the box	HP LaserJet 4350dtn Printer, right-angle power cord, control panel overlay, print cartridge, software and documentation on CD-ROM, Getting Started Guide, support flyer, HP Jetdirect Fast Ethernet Embedded Print Server, additional 500-sheet input paper tray, two-sided printing accessory
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Software included	Print drivers and installation software on CD-ROM: HP PCL 5e, HP PCL 6, PostScript, PostScript Printer Description files, HP LaserJet utility, HP LaserJet Toolbox, Macintosh software
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B4. Network Group Printer Color:

HP Color LaserJet 3800dtn (Q5984A) or equal:

Dimensions / weight / warranty	
Dimensions (w x d x h)	15.7 x 17.7 x 22.2 in
Weight, U.S.	74.1 lb (includes print cartridge)
Warranty, std.	One-year, next day, onsite limited warranty plus 2 year extended warranty

Connectivity	
Connectivity, std.	Hi-Speed USB 2.0 port, 1 available EIO slot (for optional network adapters, IEEE 1284B parallel port or hard disk), 1 Host-USB accessory slots, HP Jetdirect Fast Ethernet embedded print server
Connectivity, opt.	Gigabit Ethernet, 802.11b/g wireless LAN and other networking accessories
Macintosh compatible	Yes
Print drivers, std.	HP PCL 6, HP PCL 5e, HP Postscript Level 3 emulation

Speed	
Print speed, black (best quality mode)	Up to 22 ppm
Print speed, black (normal quality mode)	Up to 22 ppm
Print speed, color (best quality mode)	Up to 22 ppm
Processor speed	533 MHz
Monthly volume (duty cycle):	Up to 65000 pages

Print quality / technology	
Print technology	Technology: Laser
Print quality, black	Up to 600 x 600 dpi
Print quality, color	Up to 600 x 600 dpi

Memory / print languages	
Memory, std.	288 MB
Memory, max.	544 MB
Hard disk	Optional, 20 GB
Print languages, std.	HP PCL 6, HP PCL 5c, HP Postscript Level 3 emulation, direct PDF printing v1.4 (with 128 MB or more memory)
Typefaces	80 HP font set (plus Greek, Hebrew, Cyrillic, Arabic)

Paper handling / media	
Paper trays, std.	3
Paper trays, max.	3
Input capacity, std.	Up to 850 sheets
Input capacity, max.	Up to 850 sheets
Standard envelope capacity	Up to 10 envelopes
Envelope feeder	No
Output capacity, std.	Up to 200 sheets
Output capacity, max.	Up to 200 sheets
Duplex printing (printing on both sides of paper)	Automatic (standard)
Media sizes, std.	Letter, legal, 8.5 x 13 in, executive, statement, envelopes (No. 10, Monarch)
Media sizes, custom	Multipurpose tray: 3 x 5 to 8.5 x 14 in; 250-sheet and optional 500-sheet input trays: 5.8 x 8.3 to 8.5 x 14 in
Media types	Paper (plain, preprinted, letterhead, prepunched, bond, recycled, tough, color, glossy, rough), transparencies, labels, envelopes, cardstock, user-defined

Compatible network operating systems	
Network operating systems supported	Windows 98, 2000, XP, XP 64-bit, Server 2003; Novell NetWare 3.2, 4.2, 5.x, 6.x (NDPS); Mac OS 9.1, 9.2, 10.2, 10.3, 10.4; Red Hat Linux 6.x, 7.x; SuSE Linux 6.x; HP-UX 10.20, 11.x; Solaris 2.5x, 2.6, 7, 8 (SPARC systems only); IBM AIX 3.2.5 and higher; MPE-iX; Citrix MetaFrame; Windows Terminal Services (not all protocol and operating system configurations are supported; for more information, go to http://www.hp.com/support/net_printing)

What's in the box	
What's in the box	HP Color LaserJet 3800dtn Printer, in-box documentation (Getting Started Guide), software drivers and documentation on CD-ROM, power cable, 100-sheet multipurpose tray, 250-sheet input tray; also includes HP Jetdirect Fast Ethernet embedded print server, automatic two-sided printing, 500-sheet input tray and pre-installed, full-capacity 6,000-page black and 6,000-page cyan, magenta, and yellow HP color LaserJet print cartridges with HP ColorSphere Toner (note: all print cartridge page yields are based on five percent page coverage)
Software included	Print drivers and installation software on CD-ROM (HP PCL 6, HP PCL 5e, HP Postscript Level 3 emulation, HP LaserJet Utility, HP Easy Printer Care Software, Macintosh software, PostScript Printer Description)

B5. HP Color LaserJet 4700dtn (Q7494A) or equal

Dimensions / weight / warranty	
Dimensions (w x d x h)	24.8 by 28.2 by 39.8 in (630 by 715 by 1010.6 mm)
Weight, U.S.	230 lb
Warranty, std.	One-year, next day, onsite warranty plus 2 year extended warranty

Connectivity	
Connectivity, std.	IEEE 1284-C compliant bi-directional parallel port, 1 USB port (compatible with USB 2.0 specifications), HP Jetdirect Embedded Print Server, 2 open EIO slots, 1 auxiliary port, 1 accessory port
Connectivity, opt.	HP Jetdirect internal and external print servers, HP wireless print servers; Bluetooth wireless printer adapter
Print drivers, std.	HP PCL 6, HP PCL 5c, HP Postscript Level 3 emulation, HP-GL/2

Speed	
Print speed, black (best quality mode)	Up to 31 ppm
Print speed, black (normal quality mode)	Up to 31 ppm
Print speed, color (best quality mode)	Up to 31 ppm
Processor speed	533 MHz

Print quality / technology	
Print technology	Technology: Laser
Print quality, black	Up to 600 x 600 dpi
Print quality, color	Up to 600 x 600 dpi

Memory / print languages	
Memory, std.	288 MB
Memory, max.	544 MB
Hard disk	Optional, 40 GB
Print languages, std.	HP PCL 6, HP PCL 5c, HP Postscript level 3 emulation, direct PDF printing
Typefaces	93 internal TrueType fonts scalable in HP PCL and HP Postscript Level 3 emulation; additional font solutions available via Compact Flash

Paper handling / media	
Paper trays, std.	4
Paper trays, max.	6
Input capacity, std.	Up to 1600 sheets

Standard envelope capacity	Up to 20 envelopes
Envelope feeder	No
Output capacity, std.	Up to 500 sheets
Output capacity, max.	Up to 750 (with stapler/stacker) sheets
Duplex printing (printing on both sides of paper)	Automatic (standard)
Media sizes, std.	Letter, legal, executive, statement, 8.5 x 13 in, envelopes (No. 10, commercial)
Media sizes, custom	Multipurpose Tray 1: 3 x 5 to 8.5 x 14 in; Tray 2: 5.8 x 8.3 to 8.5 x 14 in; Tray 3, 4, 5, 6 (optional): 5.8 x 8.3 to to 8.5 x 14 in
Media types	Multipurpose Tray 1: paper (plain, glossy, colored, preprinted, letterhead, recycled, HP tough and high gloss laser), envelopes, transparencies, labels, cardstock; Tray 2, 3, 4, 5, 6: paper (plain, glossy, recycled and high gloss laser), transparencies, HP tough paper, labels

Compatible network operating systems

Network operating systems supported	Windows 98, 2000, Me, XP Home, XP Professional, XP 64-bit, XP Professional x64 Edition, Server 2003; Mac OS 8.6 or higher; Novell NetWare 3.2, 4.2, 5.x, 6.x (NDPS); Red Hat Linux 6.x, 7.x; SuSE Linux 6.x; HP-UX 10.20, 11.x; Solaris 2.5x, 2.6, 7, 8 (SPARC systems only); IBM AIX 3.2.5 or higher; MPE-iX; Citrix MetaFrame; Windows Terminal Services (with HP Jetdirect print server)
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What's in the box

What's in the box	HP Color LaserJet 4700dtn Printer, duplexer, HP Jetdirect Embedded Print Server, three 500-sheet input trays, stand, 100-sheet multipurpose tray, power cable, 4 print cartridges (1 each black, cyan, magenta, yellow), software drivers and documentation on CD-ROM, in-box documentation (Getting Started Guide)
Software included	Print drivers and installation software on CD-ROM (HP PCL 6, HP PCL 5c, HP Postscript Level 3 emulation, HP LaserJet Utility, Macintosh software, PostScript Printer Description)
Cable included	No

B6. HP Color LaserJet 5550dtn (Q3716A) or equal

Dimensions / weight / warranty	
Dimensions (w x d x h)	24.8 x 28.25 x 32.8 in
Weight, U.S.	246 lb
Warranty, std.	One-year, next business day onsite warranty plus 2 year extended warranty

Connectivity	
Connectivity, std.	IEEE 1284-C compliant bidirectional parallel port, USB 1.1 port, HP Jetdirect 620n Fast Ethernet Print Server in EIO slot, 2 open EIO slots, Jetlink port (for third-party paper handling devices)
Connectivity, opt.	HP Jetdirect EIO internal print servers, HP Jetdirect external print servers, HP wireless print servers, HP Jetdirect EIO connectivity card for USB/serial/LocalTalk, and Bluetooth wireless
Print drivers, std.	HP PCL 5c, HP PCL 6, HP PostScript Level 3 emulation

Speed	
Print speed, black (best quality mode)	Up to 27 ppm
Print speed, black (normal quality mode)	Up to 27 ppm
Print speed, color (best quality mode)	Up to 27 ppm
First page out, black	Less than 16 sec
First page out, color	Less than 16 sec
Processor speed	533 MHz
Monthly volume (duty cycle):	Up to 120,000 pages

Print quality / technology	
Print technology	Technology: In-line color laser, direct-to-page printing
Print quality, black	Up to 600 x 600 dpi
Print quality, color	Up to 600 x 600 dpi
Resolution technology	HP ImageREt 3600

Memory / print languages	
Memory, std.	288 MB (256 MB DDR SDRAM, 32 MB of memory on board)
Memory, max.	544 MB (512 MB DDR SDRAM, 32 MB of memory on board)
Memory slots	2 SDRAM DIMM slots (1 open), 3 CompactFlash slots (2 open for font cards or third-party solutions)
Hard disk	Optional, 20 GB
Print languages, std.	HP PCL 6, HP PCL 5c (HP PCL 5c driver available from the Web only), HP Postscript Level 3 emulation, native PDF printing (v1.3), XHTML-

	Print for mobile phone and PDA printing via the optional HP bt1300 adapter
Typefaces	80 internal TrueType fonts scalable in HP PCL, 92 internal scalable fonts in HP postscript level 3 emulation (Euro symbol built-in); additional font solutions available via third-party flash memory cards

Paper handling / media	
Paper trays, std.	3
Paper trays, max.	5
Input capacity, std.	Up to 1100 sheets
Input capacity, max.	Up to 2100 sheets
Standard envelope capacity	Up to 20 envelopes
Envelope feeder	No
Output capacity, std.	Up to 250 sheets
Output capacity, max.	Up to 250 sheets
Duplex printing (printing on both sides of paper)	Automatic (standard)
Media sizes, std.	Letter, legal, executive, 11 x 17 in, ledger, envelopes (No. 10, Monarch), statement
Media sizes, custom	Tray 1: 3 x 5 to 12.05 x 18.5 in; automatic two-sided printing, Tray 2, 3, 4, 5: 5.8 x 8.3 to 11.7 x 17 in
Media types	Paper (plain, light, intermediate, heavy, extra heavy, glossy, heavy glossy, high gloss images, tough, recycle), envelopes, transparencies, labels, cardstock
Media weight, recommended	Tray 1: 16 to 53 lb; Tray 2, 3, 4, 5: 16 to 32 lb

What's in the box	
What's in the box	Printer; HP cyan, magenta, yellow, and black print cartridges; software and User's guide on CD; Getting Started Guide; Network Installation Guide; power cord; 100-sheet multipurpose tray; two 500-sheet input trays; HP Jetdirect 620n Fast Ethernet internal print server; automatic two-sided printing unit; printer stand
Software included	Print drivers and installation software on CD-ROM (HP PCL 6, HP PostScript Level 3 emulation. 32-bit drivers only); HP PCL 5c (provided on add printer install)

B7. HP Color LaserJet 9500hdn (C8547A) or equal:

Dimensions / weight / warranty	
Dimensions (w x d x h)	27 x 30 x 48 in (without left bin, all trays closed)
Weight, U.S.	287 lb (without print cartridges or image drums)
Warranty, std.	One-year, next day, onsite warranty, free phone support included during the first year plus 2 year extended warranty

Connectivity	
Connectivity, std.	IEEE 1284 Type-C parallel, HP Jet-Link, HP Jetdirect 620n and 625n Faster Ethernet (10/100Base-TX) internal network print server in EIO slot, hard disk in EIO slot, 1 open EIO slot
Connectivity, opt.	HP Fast Infrared Receiver (FIR), HP Jetdirect EIO cards including 802.11b wireless, Ethernet, Token Ring, Fast Ethernet 10/100TX, LocalTalk, serial & USB (for more information, refer to http://www.hp.com/go/jetdirect)
Macintosh compatible	Yes
Print drivers, std.	PCL 5c, PCL 6: Microsoft® Windows® 98, Me, NT 4.0, 2000, XP; PostScript® 3™ emulation: Microsoft Windows 95, 98, Me, NT 4.0, 2000, XP, Mac OS 8.6 and higher

Speed	
Print speed, black (best quality mode)	Up to 24 ppm
Print speed, black (normal quality mode)	Up to 24 ppm
Print speed, color (best quality mode)	Up to 24 ppm
First page out, black	17.5 sec (from ready, measured to the left face-up bin); 5.9 min (for Energy Star mode, from cold start, printer has been off for more than 6 hours); 3.5 min (from Powersave, printer has been idle for more than one hour) or 2.5 min (printer has been idle for less than one hour); 5.9 min (for Blue Angel mode, from cold start or Powersave)
First page out, color	17.5 sec (from ready, measured to the left face-up bin); 5.9 min (for Energy Star mode, from cold start, printer has been off for more than 6 hours); 3.5 min (from Powersave, printer has been idle for more than one hour) or 2.5 min (printer has been idle for less than one hour); 5.9 min (for Blue Angel mode, from cold start or Powersave)
Processor speed	500 MHz
Monthly volume (duty cycle):	200,000 pages

Print quality / technology	
Print technology	Technology: Laser
Print quality, black	ImageREt 4800
Print quality, color	ImageREt 4800

Resolution technology	ImageREt 4800
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Memory / print languages	
Memory, std.	288 MB
Memory, max.	416 MB
Memory slots	3 DIMM slots (J2, J3, J4) that can receive 168-pin, nonparity, SDRAM memory modules; extended data output (EDO) DIMMs are not supported; CAUTION: J4 slot is not available if J5 100-pin DIMM is occupied
Hard disk	Standard, 20 GB
Print languages, std.	PostScript® 3™ emulation, PCL 5c, PCL 6, direct PDF
Typefaces	80 TrueType™ internal scalable in PCL, 80 TrueType internal scalable in PS; Euro symbol supported

Paper handling / media	
Paper trays, std.	4
Paper trays, max.	4
Input capacity, std.	Up to 3100 (20 lb bond) sheets
Input capacity, max.	3,100 sheets
Standard envelope capacity	Up to 10 envelopes envelopes
Envelope feeder	No
Output capacity, std.	Up to 600 sheets
Output capacity, max.	Up to 3500 sheets
Duplex printing (printing on both sides of paper)	Automatic (standard)
Media sizes, std.	Letter, letter-R, legal, foolscap (8.5 x 13 in), executive, tabloid (11 x 17 in.), envelopes (No. 10, C5, B5, DL, Monarch)
Media sizes, custom	Tray 1: 3.9 x 7.5 to 12.1 x 18.5 in; Tray 2, 3: 5.8 x 8.3 to 11.7 x 17 in; Tray 4: 7.2 x 8.3 to 11.7 x 17 in
Media types	Tray 1: paper (plain, preprinted, letterhead, prepunched, bond, glossy, HP heavy glossy, non-HP heavy glossy, recycled, color, cardstock), tough paper, envelopes, transparencies, labels; Tray 2, 3, 4: paper (plain, preprinted, letterhead, prepunched, bond, glossy, HP heavy glossy, non-HP heavy glossy, recycled, color, cardstock), tough paper, transparencies
Media weight, recommended	Tray 1: 17 to 58 lb; duplex printing: 17 to 53 lb; Tray 2, 3, 4: 17 to 53 lb
Paper handling	Standard: Two 500-sheet input trays, 100-sheet multipurpose tray, 2000-sheet input tray, automatic duplex printing accessory; Optional: stacker, stapler/stacker, multifunction finisher

Compatible network operating systems	
Network operating systems supported	Via HP Jetdirect print servers: Microsoft® Windows® 98, Me, NT 4.0, 2000, XP, XP 64-bit; Windows Server 2003; Novell NetWare 4.2, 5.x, 6; Apple Mac OS 8.6 and later; Red Hat Linux 6.x and later; SuSE Linux 6.x and later; HP-UX 10.20, 11.x; Solaris 2.6, 7, 8 (SPARC systems

only); IBM AIX 3.2.5 and later; MPE-iX

What's in the box

What's in the box	HP Color LaserJet 9500hdn printer, power cord, HP Color LaserJet 9500 Paper Sample Guide, User's Guide, Start Guide, accessory (if purchased) and supplies installation guides, documentation on CD-ROM (Start Guide, User's Guide, HP Jetdirect Print Server Administrator's Guide, Online User Reference Guide), product software and print drivers on CD-ROM, control panel overlay, left bin, black print cartridge, cyan print cartridge, yellow print cartridge, magenta print cartridge, black image drum, cyan image drum, yellow image drum, magenta image drum, image cleaning kit, image transfer kit, image fuser kit, 2,000-sheet input tray (HCI), 20 GB EIO hard disk, auto-duplexer, optional 3,000-sheet output paper finishing device
Software included	Product software on CD-ROM: print drivers software [PCL 5c (not available in Asia Pacific and Japan), PCL 6, PostScript® 3™ emulation], installer, uninstaller, screen fonts, HP Web Jetadmin utility, Installation customization utility, Printer Status and Alerts utility, HP LaserJet utility (for Mac only)

C. Servers:

C1: Sun Fire T2000 Server or equal:

T20Z108A-16GA2D

Sun Fire T2000 Server, 8 * Core 1.0 GHz

UltraSPARC T1 processor, 16 GB DDR2 memory

(16 * 1 GB DIMMs), 2 * 73 GB 2.5-inch 10000 RPM

SAS disk drives, 1 * DVD-ROM/CD-RW slimline

Drive, 2 * (N+1) PSUs, 4 * 10/100/1000 Ethernet

Ports, 1 * Serial port, 3 * PCI-E slots, 2 * PCI-X slots,

Solaris 10 and Java Enterprise System software preinstalled,

RoHS-5 Compliant

X311L

Power Cord Kit, North America/Asian, RoHS Compliant

C2: Sun Fire V490 Server or equal

A52-CLH4C216GTB

Sun Fire V490 Server: 4 * 1.5 GHz UltraSPARC IV+

Processors with 32 MB Cache Each, 16 GB

Memory, 2 * 146 GB 10000 RPM FC-AL Disks, 1 *

DVD-ROM, 2 * 10/100/1000 Ethernet Ports, 1 * Serial

Port, 2 * USB Ports, 6 * PCI slots, 2 * N+1 Power

Supplies, Solaris 10 Operating System and Java

Enterprise System Software Pre-Installed

X320A

Power Cord for Sun Fire 3800 – 4810 servers, direct-to-wall

US, RoHS-6 Compliant

C3: Sun Fire V890 Server or equal

A53-CLH4C216GTD

Sun Fire V890 Server, 4 1.5-GHz UltraSPARC IV+

CPUs w/ 32-MB Cache Each, 16-GB Memory, 4 146

GB 10000 RPM FC-AL Disks, DVD-ROM, FC-AL Disk

Controller, Gigabit Ethernet & 10/100 BaseT

Ethernet Ports 2 USB, 9 PCI Slots, 3 PSUs, Solaris

10 Operating System and Java Enterprise System

Software Pre-Installed

X320A

Power Cord for Sun Fire 3800 – 4810 servers, direct-to-wall

US RoHS-6 Compliant

C4. Sun StorageTek 3510 FC Array or equal

XTA3510R01A1Z1752

Sun StorEdge 3510 FC Array: Rack Ready, 1752
GB (12 * 146 GB 15000 RPM Disks) 1 * FC RAID
Controller, 1 GB cache, 2 * AC Power Supplies, Sun
StorEdge Configuration Service Software

EBA9S-301-E9M9

Enterprise StorEdge Management Base Applications
Software Kit, includes media & documentation,
Sun Storage Automated Diagnostic Environment
2.4, Sun SAN Foundation Software 4.4.5, Storage
Portlets, No charge when purchased with Sun
StorEdge arrays

APPENDIX G: Minority Business Enterprise Forms (Attachment A and B must be submitted with the Price Proposal Form. If the Proposing Firm fails to submit these Attachments A&B with its Price Proposal Form, the University will not be able to consider its proposal. This is non-curable.)

PURPOSE

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

MBE GOALS AND SUB GOALS

An MBE subcontract participation goal of **10 percent** of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises.

OR

An overall MBE subcontract participation goal of 5%___ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

A sub goal of n/a percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as womenowned businesses.

A sub goal of n/a percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

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

◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

◆ A bidder or offeror must include with its bid or offer:

(1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

(2) A completed MBE Participation Schedule (Attachment B) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

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

◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

(1) Outreach Efforts Compliance Statement (**Attachment C**)

(2) Subcontractor Project Participation Statement (**Attachment D**)

(3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.

(4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with the price proposal)
- B. MBE Participation Schedule (must be submitted with the price proposal)
- C. Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D. Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

Attachment A

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION

B. AFFIDAVIT

*****EFFECTIVE OCTOBER 1, 2004*****

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

In conjunction with the bid or offer submitted to Solicitation No. USM 2007-12, I Affirm the Following:

I acknowledge the Overall certified Minority Business Enterprise (MBE)

Participation goal of 5 percent and, if specified in the solicitation, sub goals of percent for MBEs classified as African American-owned and percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve MBE participation of % and request a waiver of the remainder of the goal.

Within 10 business days of receiving notice that our firm is the apparent low bidder or the apparent awardee (competitive sealed proposal), I will submit a written waiver request that complies with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

I have identified the specific commitment of certified MBEs by completing and Submitting an MBE Participation Schedule with bid or proposal.

I understand that if I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.211.03.10), whichever is earlier.

Outreach Efforts Compliance State (Attachment C)
Subcontractor Project Participation Statement (Attachment D)
MBE Waiver Request per COMAR 21.11.03.11 (if applicable)

Any other documentation required by the Procurement Officer to ascertain bidder of offeror responsibility in connection with the certified MBE participation goal.

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

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

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PRICE PROPOSAL

**Attachment B
MBE Participation Schedule
(for submission with bid or proposal)**

*****EFFECTIVE OCTOBER 1, 2004*****

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

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

USE ATTACHMENT B CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ % \$ _____

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ % \$ _____

TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ % \$ _____

Document Prepared By: (please print or type) Name: _____ Title: _____
--

Attachment C

Outreach Efforts Compliance
Statement

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

Bidder/Offeror identified opportunities to subcontract in these specific work categories:

Attached to this form are copies of written solicitations (with Bidding Instructions) used to solicit certified MBEs for these subcontract opportunities.

Bidder/Offeror made the following attempts to contact personally the solicited MBEs.

- Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

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

Bidder/Offeror Name

By: _____

Address

Name, Title

Date

**APPENDIX H: Contract Terms
Contract Affidavit**

1. Parties to the Contract
2. Scope of the Contract
3. Compensation and Method of Payment

4. 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

5. Disputes

This contract shall be subject to the USM Procurement Policies and Procedures. <http://www.usmd.edu/usm/procurement/> Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

6. Maryland Law Prevails

"The laws of Maryland shall govern the interpretation and enforcement of this Contract."

7. Nondiscrimination in Employment

"The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause."

8. 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."

9. Multi-Year Contracts Contingent Upon Appropriations

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

10. 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 the 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. <http://www.usmd.edu/usm/procurement/>

11. 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 the USM Procurement Policies and Procedures. <http://www.usmd.edu/usm/procurement/>

12. Delays and Extensions of Time

"The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.'

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

13. Modifications

This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

14. Liquidated Damages

RESERVED

15. Variations in Estimated Quantities

RESERVED

16. Suspension of Work

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

17. Pre-existing Regulations
In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
<http://www.usmd.edu/usm/procurement/>
18. Payment of State Obligations
Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
19. Financial Disclosure
The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
20. Political Contribution Disclosure
The Contractor shall comply with Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws:
- a. before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and
 - b. if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6-month period ending July 31.
21. Retention of Records.
The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.
22. 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 moneys 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 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

22. Cost and Price Certification

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

- 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.

23. Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Contract Affidavit is included in the appendices to this RFP for information purposes. This form is not required to be submitted with the proposal. However, in order to expedite the award process, submission with the Bid is encouraged.

24. Entire Agreement

This RFP document, all addendums and amendments, any addendums or amendments made through the issuance of a purchase order, along with successful Offerors response will encompass the entire agreement. *Vendor contracts or supplemental agreements will not be signed unless submitted with the proposal. Such documents are subject to review and approval by the USM. The USM is under no obligation to consider or agree to supplemental agreements presented by the Vendor. All documents submitted with the proposal are subject to approval by the Maryland State Office of the Attorney General.*

25. Loss of Data

In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, respective of cost to the Contractor, for recreating such lost data or records.

26. UCITA

As specifically provided by MD. ANNO. CODE, CL, SECTION 21-104, the parties agree that computer software purchases made under this agreement shall not be governed by the Uniform Computer Information Transactions Act (UCITA) as adopted in Maryland under Title 21 of the Commercial Law article of the Maryland Annotated Code, as amended from time to time. This agreement 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.

27. Software Warranty

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

28. Federal Contract/Grant Funds

If Federal Contract and/or grant funds are utilized in any manner in the performance of this contract, then for purchases having a unit price in excess of \$2,500.00, the customer reserves the right to bind Contractor to all applicable clauses of the Federal Acquisition Regulation (FAR) and other FAR supplements, as well as all applicable provision of the office of Management and Budget (OMB) Circular A-110. Contractor agrees to promptly complete and return to the Customer any related forms and/or affidavits as may be required.

29. Insurance

The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the errors, omissions and performance or non-performance by the Contractor, employees or agents, of the work covered by this contract. The University shall not assume any obligation to indemnify, hold harmless or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

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

- a. Commercial General Liability Insurance including all extensions-
\$2,000,000 each occurrence;
\$2,000,000 personal injury;
\$2,000,000 products/completed operations;
\$2,000,000 general aggregated
- b. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
- c. Professional Liability Insurance, with a limit of not less than \$1,000,000 per occurrence.

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

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

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

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

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 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 to 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 to 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 acknowledgment" contained in that certain Bid/Proposal Affidavit dated _____, 19 ____ and executed by me for the purpose of obtaining the contract to which this Exhibit in 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 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)

APPENDIX I: eMaryland Marketplace Rate Schedule

The successful bidder/offeror under this solicitation will be required to pay a fee to support the operation of eMaryland Marketplace. The applicable fee level is based on total contract value (including base contract plus all options). A total contract value that is other than an even dollar amount will be rounded to the nearest dollar to determine the appropriate fee level. The established fees are as follows:

Contract Value	Fee
\$25,001.00 - \$50,000.00	\$ 100.00
\$50,001.00 - \$100,000.00	\$ 200.00
\$100,001.00 - \$200,000.00	\$ 500.00
\$200,001.00 - \$500,000.00	\$ 1,000.00
\$500,001.00 - \$1,000,000.00	\$ 2,500.00
\$1,000,001.00 - \$10,000,000.00	\$ 5,000.00
\$10,000,001.00 - \$25,000,000.00	\$ 7,500.00
\$25,000,001.00 - \$50,000,000.00	\$10,000.00
\$50,000,001.00 and over	\$15,000.00

In order to receive a contract award, a vendor must be registered on eMaryland Marketplace. Contractors shall pay the fee in accordance with guidelines issued by the Maryland Department of General Services. These guidelines can be found on the eMaryland Marketplace website at www.eMarylandMarketplace.com

Indefinite Quantity Contracts

For indefinite quantity contracts when the vendor is bidding/proposing a rate or unit price and/or the extent of ordering is not guaranteed, the vendor will not know the full value of the contract at the time of proposal/bid submission. Therefore, in such solicitations the agency will need to project contract utilization (including base contract plus any options) and specify the fee level in the solicitation. For contracts resulting from these awards, the fee category will be designated as “specified fee,” and the specified fee level will be identified when the contract award notice is posted on eMM. The system will assess the fee based on the fee level specified in the solicitation.

e-Maryland Marketplace Fee

The successful bidder/offeror under this solicitation will be required to pay a specified fee to support the operation of eMaryland Marketplace. Because of the indefinite, non-guaranteed level of usage under the contract that results from this solicitation, bidders/offerors are hereby advised that a Level “Insert Specified Fee Level” fee will be assessed as the e-Maryland Marketplace fee.

Contract Value	Fee
\$25,001.00 - \$50,000.00	\$ 100.00
\$50,001.00 - \$100,000.00	\$ 200.00
\$100,001.00 - \$200,000.00	\$ 500.00
\$200,001.00 - \$500,000.00	\$ 1,000.00
\$500,001.00 - \$1,000,000.00	\$ 2,500.00
\$1,000,001.00 - \$10,000,000.00	\$ 5,000.00
\$10,000,001.00 - \$25,000,000.00	\$ 7,500.00
\$25,000,001.00 - \$50,000,000.00	\$10,000.00
\$50,000,001.00 and over	\$15,000.00

In order to receive a contract award, a vendor must be registered on eMaryland Marketplace. Contractors shall pay the fee in accordance with guidelines issued by the Maryland Department of General Services. These guidelines can be found on the eMaryland Marketplace website at www.eMarylandMarketplace.com

Another important element that must be posted for each award is the “fee category”. The fee category is also critical in determining whether a fee is to be assessed and what level of fee is to be assessed, and therefore must be correctly entered. The fee categories are:

- Calculated Fee: eMM will calculate the fee based on the total award value;
- Specified Fee: Fee is specified in the solicitation. The fee level specified in the solicitation will also have to be included in the posted information;
- Summarized Award (Usage) Fee: eMM will calculate the fee based on the monthly (or quarterly) actual contract award amount that will be summarized for each contractor and entered on eMM if greater than \$25,000 in any month (or quarter); and
- Task Order/Purchase Order Fee Only: Used only for master contract awards for which the fee is to be assessed at the task order/purchase order level rather than at the master contract award, and for DGS Statewide contracts that are web enabled as on- line catalog posted on eMM.

APPENDIX J: State of Maryland Small Business Registration Information

MARYLAND SMALL BUSINESS RESERVE PROGRAM

THE ON-LINE SELF-CERTIFICATION PROCESS IS FREE AND IT TAKES
LESS THAN 15 MINUTES TO COMPLETE! TO APPLY, PLEASE GO TO:

WWW.SMALLBUSINESSRESERVE.MARYLAND.GOV

Under the Small Business Reserve Program, certified small businesses will compete with other small businesses for contracts as prime contractors. This program stimulates Maryland small business growth and job creation.

Maryland State Agencies (including the University of Maryland) are required to reserve 10 percent (10%) of total procurements each year for competition exclusively among Maryland-certified Small Business Enterprises.

A Maryland Small Business cannot be a broker and must meet the following criteria:

- The business is independently owned and operated;
- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The **wholesale** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its more recently completed 3 fiscal years;
- The **retail** operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The **manufacturing** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- The **service** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its more recently completed 3 fiscal years; and
- The **construction** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.

**YOU MUST BE CERTIFIED WITH THE STATE OF MARYLAND AS A SMALL
BUSINESS IN ORDER TO TAKE ADVANTAGE OF THIS OPPORTUNITY.**

If you require assistance or have questions regarding this program, please contact Procurement at the University of Maryland University College, at 301-985-7895 or e-mail vrolandelli@umuc.edu.