

University of Maryland College Park



Request for Proposal (RFP) No. 82085N For Traffic Data and Associated Services along the I-95 Corridor

Issue Date:	Friday 27 April 2007
Pre-Proposal Conference	Thursday 17 May 2007 10:00 AM
Deadline for Questions:	Friday 25 May 2007 C.O.B.
Proposal Due Date:	Friday 22 June 2007 4:00 P.M. EDT

WARNING: Contractors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the RFP or other communications can be sent to them. Contractors who fail to notify the Issuing Office with this information assume complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

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

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

1. CONTRACT NUMBER	2. SOLICITATION NUMBER 82085N	3. TYPE OF SOLICITATION NEGOTIATED (RFP)	4. DATE ISSUED 04/27/07	5. REQUISITION NUMBER R07615
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6. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND SUPPLY 2113-R CHESAPEAKE BUILDING COLLEGE PARK, MARYLAND 20742	7. ADDRESS PROPOSAL TO University of Maryland Department of Procurement & Supply Attn.: RFP Number82085N 2113-R Chesapeake Building College Park, Maryland 20742-3111
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SOLICITATION

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

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

9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS	D. FAX NUMBER
		AREA CODE	NUMBER		
	Bruce D. Brewer	301	405-5829	bbrewer@umd.edu	301-314-9565

OFFER (Must be fully completed by Contractor)

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

11. ACKNOWLEDGEMENT OF AMENDMENTS
The Contractor acknowledges receipt of all amendments to the SOLICITATION.

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

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

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

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

AWARD (To be completed by University)

18. ACCEPTED AS TO ITEMS LABELED	19. AMOUNT	20. FRS ACCOUNT NUMBER
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21. ADMINISTERED BY (If other than Item 6)		
22. NAME OF PROCUREMENT OFFICER	23. UNIVERSITY OF MARYLAND	24. AWARD DATE

(Type or Print)

(Signature of Procurement Officer)

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

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

The University of Maryland, on behalf of the I-95 Corridor Coalition, is issuing this RFP to engage one or more Contractors to provide real-time traffic data to the Coalition and its members as well as consulting services related to the expansion and use of the data being furnished. It is the intent of the Coalition to provide funding support and coordination with its members for the purpose of developing a regional traffic monitoring system. A three year project is anticipated, with a contract life in excess of three years in-place to provide the flexibility to continue services, if desired, by the Coalition members.

Section A-2 provides guidance to Contractors for responding to this RFP. See **Section C**, beginning on page 12, for a full description of the procurement objective, scope of work, and technical requirements.

A. ISSUING OFFICE

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

B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on Thursday, 17 May 2007 at 10:00 A. M. The conference location will be:

University of Maryland
Department of Procurement and Supply
Chesapeake Building, Room 2113-U
College Park, MD 20742

Firms should estimate a duration of One (1) to Two (2) Hours. Contractors who are attending the pre-proposal conference are requested to bring written copies of any questions they may have to the conference. Answers will be provided in accordance with paragraph 2 of Section A-2,C below.

In order to help plan meeting room size, any Contractor planning to send a representative should contact the Issuing Office at least three (3) working days prior to the conference. While attendance at the pre-proposal conference is not mandatory, all interested Contractors are encouraged to attend to be able to better prepare acceptable proposals. Contractors desiring to send more than two representatives to the pre-proposal conference must obtain the prior approval of the Procurement Officer.

C. QUESTIONS

Each Contractor is responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Contractors and the University will be formally made at scheduled meetings or in writing through the Issuing Office. Requests for clarification or additional information must be made in writing to the Procurement Officer and received at the Issuing Office no later than Friday, 25 May 2007 C.O.B.. Such requests should contain the following: **“QUESTIONS: RFP #82085N”**. Only written communications relative to the procurement shall be considered. Hard copy, facsimile and electronic mail are acceptable methods for submission of questions. It is incumbent upon the Contractor to verify University receipt of their questions.

All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Contractors who are on record with the Procurement Officer as having received this RFP. No oral communications can be relied upon for proposal purposes.

To the extent that a question causes a change to any part of this RFP, an amendment shall be issued addressing such.

D. SUBMISSION OF PROPOSALS

Proposals must be:

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

The **Contractor must submit one original (marked "original") and 13 copies** of the Technical volume plus one original and 13 copies of the Financial volume sealed under separate cover. Additionally, Contractor must submit **one (1) master compact disc (CD) containing the entire technical proposal**, along with authorization for the University to duplicate and distribute up to 20 additional copies for evaluation purposes. Commingling of technical and financial information or failure to submit the two volumes **separately** and sealed may result in the proposal being deemed **NON-ACCEPTABLE** and thereby rejected. The volumes, which contain original documents, should be clearly identified as the **ORIGINAL Technical or the ORIGINAL Financial Volume**. The University reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.

E. CLOSING DATE

Proposals must arrive at the location identified in Section A, Item 7 of this document on or before **Friday, 22 June 2007, 4:00 p.m. EST/EDT** as applicable, in the format set forth herein.

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

F. LATE PROPOSALS

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

G. DURATION OF PROPOSAL OFFER

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

H. AMENDMENTS TO THE RFP

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

I. SITE VISIT

Prior to, or at any time during the proposal evaluation or contract period, the University through their respective authorized representatives, have the right at all reasonable times to make site visits for the purpose of performing a site inspection or reviewing the project accomplishments and management control systems and to provide technical assistance and guidance as may be required. If any site visit is made on the premises of the Contractor, a team member, or a subcontractor performing work under the Contract, the Contractor's parties will be required to provide all reasonable facilities and assistance for the safety and convenience of the University and Coalition representatives in the performance of their duties.

J. ALTERNATE PROPOSALS

In the mutual interest of receiving the best proposal, the University will consider alternate price and technical proposals. In order to submit an alternate proposal, however, a Contractor must also submit a proposal in the exact format required herein.

K. ECONOMY OF PREPARATION

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

L. UNABLE TO PROPOSE

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

M. PUBLIC INFORMATION ACT NOTICE

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

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

N. TWO-VOLUME PROPOSAL

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

See Part IV, Section L for additional details pertaining to the evaluation process.

1. VOLUME I - TECHNICAL

This volume should be prepared in a clear and concise manner with pages numbered. The technical volume shall not contain any price information. If such is included in the technical volume, it may not be evaluated by the financial evaluation committee.

Volume I must contain the following sections:

a. EXECUTIVE / MANAGEMENT SUMMARY

The Executive/Management Summary should contain a **brief** synopsis of how the Contractor's proposal meets the needs of the University. This summary shall include reference to the duration of the proposal, verification of compliance with Maryland law and performance capability.

b. REFERENCES

Contractors must provide at least two references that validate the Contractor's ability to provide real-time traffic data as per the requirements set forth herein. Cited references must be able to confirm, without reservation, the Contractor's ability to perform as mandated in this solicitation. For each reference, the Contractor shall provide, at a minimum:

- the name of the company or institution,
- name of primary contact,
- telephone number,
- e-mail address and;
- a description of the project/service/relationship with said reference.

The University reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Contractor or the Contractor's subcontractors, to contact independent consulting firms for additional information about the Contractor or

the Contractor's subcontractors and to visit any or all of the reference sites for demonstrations.

c. THE TECHNICAL PROPOSAL

The information/items specified herein must be addressed in the technical proposal.

The proposal must expressly indicate that it satisfies each point of the RFP requirements and specifications contained in Section C, sub section 3.1. Simple YES or NO responses to stated requirements are insufficient. Rather, the Contractor must describe in detail how the proposed products and/or services meet or exceed the stated requirements. Additionally, the Contractor must explain any exception or deviation from the requirements. Subsection 3.1 uses priority and response codes that serve as a guide as the responder. The requirements and specifications in subsection 3.1 are structured in a matrix format. Contractors are to respond to the requirements and specifications using the same matrix format shown. Responses requiring supporting information may be entered directly into the matrix or shall reference the information located elsewhere in the RFP response including the Executive / Management Summary. Provide, if available, full objective evidence of the Contractors ability to meet the data quality requirements such as independent verifications, validations, studies or reports.

The proposal must indicate that it can provide the extent of consulting services as requested in section C, subsection 3.2. Again, use the matrix format provided in subsection 3.2.

Provide a full risk analysis as requested in section C, subsection 3.3.

Using the roadway network depicted in the attached maps, referred to as the baseline system, indicate the following:

- Any variations or limitations between the proposed coverage and the baseline system.
- Any regions within the baseline system for which real-time traffic data cannot be provided.
- If coverage is dependent on type of roadway, volume of traffic, density of traffic lights, length of roadway segment, proximity to communications infrastructure, or any other attribute, provide a full explanation.

Multiple technical proposals (corresponding to varying degrees of meeting *highly desirable* and *desirable* requirements) may be submitted. Each proposal must be

completed as specified. Corresponding price proposals must be submitted for each technical proposal.

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

d. TOTAL PAGE COUNT

The total page count of Volume I shall not exceed 75 pages. Each double-sided page shall count as TWO pages. Except as stated below in this paragraph, Volume I shall be presented in 12 point font or larger. The 75-page limit does not include bibliographical summaries and any resumes. The 75-page limit also includes all figures, tables, appendices and all other ancillary materials. Subject to the exception stated in the next sentence, the dimensions of each page shall be no greater than 8 ½ by 11 inches. Up to 10 of the 75 maximum pages in Volume I may be “fold-out” pages having dimensions not exceeding 11 inches by 18 inches – provided that any such larger pages are bound into Volume I. Footnotes, legends or labels associated with the tables or diagrams, and other information which is ancillary to the main text, may be presented in a font size smaller than 12 point font – provided that any such smaller font is fully legible. (Biographical summaries and resumes are not considered ancillary material and must therefore be presented in 12 point font or larger.)

2. VOLUME II - FINANCIAL

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

a. SIGNED ORIGINALS OF SECTION A-1

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

b. PRICING SECTION

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

c. PROPOSAL AFFIDAVIT

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

**d. CONFLICT OF INTEREST AFFIDAVIT AND
DISCLOSURE**

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

e. FEDERALLY-FUNDED AFFIDAVIT

This requirement is funded by a federal grant and must include a completed and signed Contract -Funded Affidavit for Anti-Lobbying Certification, Debarment Certification and Clean Air and Water Certification. A copy of this affidavit is included in Section J.

f. FINANCIAL VIABILITY

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

h. NOTICES INFORMATION

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

O. CANCELLATION OF THE RFP

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

P. ORAL PRESENTATIONS

Contractors may be required to make individual presentations to the Evaluation Committee, or its designated representatives, in order to clarify their proposals. If the University determines that such presentation is needed, the Issuing Office will schedule a time and place for oral presentations. Contractor is required to make the oral presentation within 10 workdays after request by the University. Each Contractor should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its

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

Q. SOLICITATION, PROPOSAL ACCEPTANCE, AWARD AND DISCUSSIONS

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

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

R. EVIDENCE OF RESPONSIBILITY

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

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

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

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

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

T. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

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

This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures and University of Maryland Procurement Policies and Procedures. These policies and procedures may be viewed at the following web site: www.purchase.umd.edu. From the main menu, select the category "Policies and Procedures."

U. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

V. CONTRACT IMPLEMENTATION MEETING

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

Section B – Pricing

The Contractor shall furnish all the necessary data, facilities, materials, and personnel and shall perform program management, administrative and technical support services necessary under this Contract. Such services shall be rendered to the University of Maryland (UMD or University) through the issuance of firm fixed price task orders based on (1) real-time traffic data as based on the cost model extrapolation for the scope defined in the individual task order, and (2) fully loaded firm fixed price labor hour rates and estimated labor mix/hour allocation as under this indefinite delivery/indefinite quantity (IDIQ) Contract.

Under this IDIQ contract, Contractor shall be paid **only** for data contracted, and/or approved task order actual hours worked at the fully loaded firm fixed hourly labor rates contained herein. The labor rates contained in the pricing sheet shall apply to all hours worked, including overtime hours. Estimates in the pricing sheet are provided for evaluation purposes only.

For the purpose of consistency, firms shall submit their proposal for pricing for the Contract utilizing the Excel pricing sheet provided with this Request for Proposals. The Contractor shall enter the required information in the blocks highlighted in “Yellow” only. The price proposal form shall be fully incorporated as part of the Contractor’s response, and any resulting contract. Evaluation will be based on firm fixed price data subscription rates (as established by the sample data region), and fully burdened hourly labor rates (as multiplied by the estimated hours provided by the University) totaled over each year/term of the ten (10) year contract. Evaluation will be based on information entered on the Excel price proposal form.

Fully loaded or fully burdened rates means all salary, fringe, overhead, and fee shall be included in the hourly rates proposed.

Real-Time Traffic Data Services for the Core System

The Contractors Price Proposal shall provide the following itemization for the **core system** for the anticipated initial three-year funding and subsequent option years:

- Startup/mobilization fees (if applicable)
- Data subscription fee for the base contract term years 1 through 3.
- Data subscription fees for continuing coverage for contract years four (4) through ten (10).

Cost Model for Traffic Data Services to be used as Contract Pricing

Contractor shall provide a full cost model to procure real-time traffic data. The cost model shall provide any startup/mobilization fees and data subscription fees. The cost model shall provide any adjustments for contract years. The cost model must be of sufficient clarity such that the University has a complete and clear understanding of how the Contractor will cost task orders for building and expansion of the system. Any data used in the cost model must be fully referenced. For example, if the cost model is based

on Vehicle Miles Traveled (VMT), the model should cite the official source of official source of VMT data. The cost model must be consistent with the estimated cost of the Core System. Prices calculated from the model will be the contract prices.

Consulting Services

The basis for this contract is primarily the provision of data services. Consulting Services will be provided solely on an indefinite-delivery, indefinite-quantity basis for the convenience of the Coalition. The University and the Coalition guarantees no minimum nor maximum hours of utilization for these services. As such, (1) the estimated number of hours for each labor category noted in this request for proposals are for evaluation purposes only, (2) hourly rates are requested in the event that such services will be required. The Contractor's Price Proposal shall provide fully loaded hourly rates for all labor categories needed to supply required consulting services. These consulting services may be requested at the option of the I-95 Corridor Coalition or its member organizations. Examples of requests for consulting services include assistance with the design of increases in coverage, assistance with techniques to access the traffic monitoring database, interfaces between the contractor's database and existing control centers, development of websites, etc. Proposals shall include qualification descriptions and fully burdened hourly rates for each labor category noted below.

- Project Manager
- Senior Engineer / Analyst
- Engineer/Analyst
- Junior Engineer/Analyst
- Senior Programmer
- Programmer
- Junior Programmer
- Systems Engineer
- Database management specialist
- Clerical / Administrative Support

In addition to the base year fully burdened hourly rates for each labor category noted above, the contractor shall provide escalated hourly rates for each category for contract years two (2) and three (3), and each optional renewal period four (4) through ten (10).

Multiple price proposals, corresponding to multiple technical proposals, may be submitted. Each technical/price proposal must be completed as specified herein.

Section C – Description/Specifications/Statement of Work

1.0 I-95 CORRIDOR COALITION BACKGROUND

1.1 Partnership

The Coalition is a partnership of state departments of transportation, regional and local transportation agencies, toll authorities, and related organizations, including law enforcement, transit, port and rail organizations from Maine to Florida (including the District of Columbia), with affiliate members in Canada. I-95 Corridor Coalition members work together to reduce congestion, increase safety/security and to assure that the entire transportation network supports economic vitality throughout the region. The Coalition pursues a wide range of projects and activities related to providing reliable and timely travel information, coordination of incident response and freight movement within the Corridor and across different modes of travel, and electronic systems to make payment of tolls and transit fares easier. Recognizing that the efficiency of passenger and freight movement through the region is not limited to one mode or facility, the work of the Coalition encompasses all modes and highway facilities, with an emphasis on facilitating long distance transportation that traverses state jurisdictional boundaries. By leveraging resources, sharing information and coordinating programs, the Coalition adds value to the individual member organization's activities, and provides a synergy for more dynamic and seamless transportation solutions throughout the Corridor.

1.2 History

The Coalition began as an informal group of transportation professionals working together in the early 1990's to more effectively manage major highway incidents that impacted travel across jurisdictional boundaries. In 1993, the Coalition was formally established to enhance transportation mobility, safety and efficiency in the regions. Under the last two Federal-aid highway program authorization acts, the Transportation Equity Act for the 21st Century (TEA-21) in 1998 and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU) in 2005, the Coalition received federal funds to support its continuing efforts.

Over the years, the Coalition's program evolved from studying and testing intelligent transportation systems (ITS) technologies to a broader perspective that embraced integrated deployments and coordinated system operations and management. The Coalition's perspective evolved from a concentration on highways to one that encompasses all modes of travel and focuses on the efficient transfer of people and goods between modes.

Moving forward, the Coalition will become more engaged with its members and with the private sector to identify solutions to critical bottlenecks, including the challenging issue of financing these improvements. The Coalition will also become more engaged in deploying and operating its information sharing system, engaging the resources of its

members and the private sector in providing as much quality and real-time information to as many people as possible through numerous delivery methods.

1.3 Members

The Coalition brings to the table the key decision and policy makers that have or will influence the operation of the Corridor including:

- State and Local Departments of Transportation,
- Transportation Authorities,
- Transit and Rail Agencies,
- Port Authorities
- Motor Vehicle Agencies,
- State Police/Law Enforcement,
- Regional Transportation Organizations
- Metropolitan Planning Organizations
- US Department of Transportation,
- Canadian Provinces Departments of Transportations
- Intercity Passenger and Freight Transportation Providers, and
- Transportation Industry Associations.

Geographic membership in the Coalition currently includes the boundaries of:

- Maine
- New Hampshire
- Vermont
- Massachusetts
- Rhode Island
- Connecticut
- New York
- New Jersey
- Pennsylvania
- Delaware
- Maryland
- District of Columbia
- Virginia
- North Carolina
- South Carolina
- Georgia
- Florida
- New Brunswick and Quebec (Canada) – Affiliate members

1.4 Additional Information

Detailed information about the I-95 Corridor Coalition can be found at the following web site: www.i95coalition.org.

1.5 Definitions

- 1.5.1 **Absolute Speed Error** is the absolute value of the difference between the mean speed reported from the data service and the mean speed provided by validation procedures for a specified time period or polling interval.
- 1.5.2 **Baseline System**: The network of roadways for the sixteen states in the Coalition and the District of Columbia as depicted in the attached maps.
- 1.5.3 **Coalition**: A partnership of major public and private transportation agencies, toll authorities, and industry associations, serving the corridor of the United States from Maine to Florida.
- 1.5.4 **Confidential Information**: Confidential Information means University Data and other information, whether in written, oral, graphic, electronic or physical form, including but not limited to scientific knowledge, know-how, processes, inventions, techniques, formulae, data, plans, and business practices, that are not generally known to the public and that, if tangible, is clearly marked by the disclosing party as Confidential Information at the time of disclosure and which, if oral, is summarized and identified in a writing as Confidential Information that is submitted to the receiving party within ten (10) days of initial disclosure.
- 1.5.5 **Coalition Member Organizations**: For the purpose of this RFP, member organization is defined as an organization that either owns or operates a major regional transportation system within the geographical boundary defined by the Coalition's sixteen (16) states and the District of Columbia, or is an agency of the United States Department of Transportation (U.S. DOT), or is a transportation planning agency/organization within the geographical boundary defined by the Coalition's sixteen (16) states and the District of Columbia; and that has been accepted for membership in the I-95 Corridor Coalition.
- 1.5.6 **Core System**: The subset of roadways in the baseline system residing in the spatial extents of North Carolina, Virginia, Maryland, Delaware, Pennsylvania, and New Jersey
- 1.5.7 **Data availability**: as the percentage of measurement intervals (combination of space and time) when traffic data estimates are delivered.
- 1.5.8 **Error bias**: The average speed error (not the absolute value) in each speed range.

- 1.5.9 **Latency**: Latency is the difference between the time the traffic flow is perturbed as a result on an incident and the time that the change in speed is reported in the traffic data.
- 1.5.10 **Link definition**: Link Definition is based on logical breaks in facilities where one would expect the potential for differing traffic conditions, such as at an interchange or major at-grade intersection
- 1.5.11 **Proposer**: The legal entity submitting a proposal under this Request for Proposals to whom a contract award can be effected.
- 1.5.12 **Reliability**: the ability of the system to produce traffic data estimates consistently for each link at all times.
- 1.5.13 **Speed**: For the purposes of this RFP, speed is explicitly defined as the space mean speed over the specified segment or link.
- 1.5.14 **University**: The University as noted in this Document, shall mean the University of Maryland, College Park.
- 1.5.15 **University Data**: All data, unless otherwise excluded, residing on or flowing through servers used by or in the conduct of, the effort described in the Scope of Work,

2.0 Objective of this Procurement

The mission of the I-95 Corridor Coalition is to “work together to improve Multimodal transportation services in the region through information sharing and coordinated management and operations.” In order to achieve this mission, the Coalition is supporting a regional traffic monitoring system that acts as a continuous source of real-time transportation system status information within the Corridor. A regional traffic monitoring system will serve as a rich source of traveler information and will provide invaluable inputs to existing and future management tools such as the Integrated Corridor Analysis Tool (ICAT) systems and the Information Systems Network (ISN), whose effectiveness is completely dependent on the quality of the data being supplied.

As a result, it is the intent of the Coalition to provide funding support and coordination with its members for the purpose of developing a common set of procedures for data acquisition and dissemination. Successful offerors will be responsible for providing real-time traffic data and supporting consulting services in support of the mission of developing a regional traffic monitoring system. **A three year initial project is anticipated, with a contract life in excess of three years in-place to provide the flexibility to continue, if desired, by the Coalition members.**

The University of Maryland, on behalf of the Coalition, is issuing this RFP to engage one or more Contractors to provide real-time traffic data to the Coalition and its members as well as consulting services related to the expansion and use of the data being furnished. The Contractor will report to the University's Center for Advanced Transportation Technology Point-of-Contact (UMD-POC), working in conjunction with the Coalition Executive Director and Coalition staff.

To this end, the University intends to award one or more Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s) under which task orders will be issued to authorize work.

The scope of work includes the following array of services:

- **Provide real-time traffic data** for roadways as defined by this request for proposals and selected by the Coalition. Roadways in this category are designated the baseline system. The Coalition desires to contract for traffic data only. Equipment, software, hardware or other infrastructure associated with the collection of travel-time data is the responsibility of the contractor.

Real-time traffic data will support the development of seamless networks of corridor-wide traveler information systems and facilitate and support the coordination and implementation of interagency efforts in response to major incidents and special events of regional significance. Timeliness and accuracy of data are paramount to the success of these efforts.

Data quality will be validated by an independent contractor.

The provision of the baseline real-time traffic data includes archiving services and a web-based monitoring application for use by the Coalition (only) to view the traffic data from system. Traffic data is to be delivered as a subscription service to the Coalition and its members using standard formats and packaging.

Probe-based technologies are encouraged and preferred. Integration of data from existing compatible sources is encouraged. It is the intent of the Coalition to encourage innovative, non-invasive detection technology, while taking advantage of existing data where available. Technical approaches requiring access to agency right of way are unacceptable.

- **Consulting services may be requested by the Coalition and its members.** These services will all be related to the planning, design, display, implementation, processing or testing of traffic monitoring data.

3.0 Contracting Approach & Work Scope

Services shall be rendered to the University through the issuance of firm fixed-priced task orders utilizing the rates contained in Section B of this indefinite delivery/indefinite quantity (IDIQ) Contract.

This Contract provides for real-time traffic data for the I-95 Corridor Coalition and its members, as well as associated consulting services.

3.1 Real-Time Traffic Data Requirements

The following section contains the baseline system specifications in the form of a response matrix. Priority codes are given for each specification in the matrix. The definition of each priority code is defined below. Respondents are to provide information requested in their proposal in the matrix, as noted. If additional space is required for further explanation or supporting material is appended, directly reference the additional or supporting information within the corresponding cell within the matrix (for example: “see Attachment XX for a detailed explanation”), and the attachment should also explicitly refer to the section in the matrix to which it applies.

In the Contractor’s technical response, the following matrix columns should be completed for each listed item:

1. *Response Code* – Employ the response codes noted below, defining compliance with the requirement.
2. *Respondent Comments* – Explain how the Contractor’s solution meets the requirement and identify any exceptions taken to the requirements.

Priority Codes:

I: Information

M/C: Mandatory Specification – Vendor Concurrence Required

M/E: Mandatory Specification – Process Explanation or Supporting Information Required

HD/C: Highly Desirable Specification – Vendor Concurrence

HD/E: Highly Desirable Specification – Process Explanation or Supporting Information Required

D/C: Desirable or Optional Specification – Vendor Concurrence

D/E: Desirable or Optional Specification – Process Explanation or Supporting Information Required

Response Codes:

E: Your proposal exceeds the stated requirement. Please provide a detailed explanation.

F: Your proposal fully complies with the stated requirement. Please provide a detailed explanation.

P: Your proposal partially complies with the stated requirement. Please provide a detailed explanation.

N: Your proposal does not comply with the stated requirement.

Item	Description	Priority	Response Code	Respondent Comments
REAL-TIME TRAFFIC DATA REQUIREMENTS				
Data Elements				
1	Mean travel time and speed (units for travel time shall be seconds to the nearest whole second and the units for speed shall be miles per hour to the nearest integer)	M/E		
2	Status flag to indicate normal operations, periods of low-traffic flow, inoperable status or unavailable data, etc. The categories for the status flag will be dependent on the type of technology used to generate traffic data. Vendor should specify flags appropriate to methodology.	M/E		
3	Quality indicator – provide a numerical score that reflects the confidence in the estimate of the mean travel time and speed. The intent is to provide a measure similar in concept to the standard error in the estimate of the mean. The method used to generate a numerical score for quality will be dependent on the type of technology and type of processing. Vendor should provide explanation of the quality metric.	D/E		
4	Other traffic data valuable for roadway operations. This may include but is not limited to such metrics as volume, occupancy, event data, and incident data.	D/E		
Data Quality				
5	<p>Average Absolute Speed Error The absolute speed error is defined as the absolute value of the difference between the mean speed reported from the data service and the mean speed provided by validation procedures for a specified time period or polling interval. Given that monitored links will be of different lengths, quality requirements based on speed rather than travel time will normalize the effect of varying link lengths.</p> <p>Speed data shall have a maximum average absolute error of 10 MPH in each of the following speed ranges: 0-30 MPH, 30-45 MPH, 45-60 MPH and > 60 MPH.</p> <p><u>Calculation Method</u></p>	M/E		

	<p>Let: A_{ij} = Speed data for link i at time j from the data service. B_{ij} = Corresponding speed from the validation data Average absolute error = $\text{mean}(\text{abs}(A_{ij} - B_{ij}))$.</p> <p>Speed range is dependent on the validation data (B_{ij}).</p> <p>Example: A source of validation data exists for various routes and for various times interval within the I-95 corridor. Speed data from the validation data source will be grouped according to the speed ranges given above. All validation speed data points within the 0-30 MPH range will be compared with the respective speed data reported by the data service and a single average absolute error will be calculated for the 0-30 MPH speed range. Similarly, for each of the remaining speed ranges, a single average absolute error metric will be calculated based on the difference between the validation data in that range and the corresponding speed from the data service.</p>			
6	<p>Speed Error Bias Error bias is defined as the average speed error (not the absolute value) in each speed range. Speed data shall have a maximum average error of +/- 5 MPH in each of the following speed ranges: 0-30 MPH, 30-45 MPH, 45-60 MPH and > 60 MPH.</p> <p><u>Calculation Method</u> Let: A_{ij} = Speed data for link i at time j from the data service. B_{ij} = Corresponding speed from the validation data Average error = $\text{mean}(A_{ij} - B_{ij})$</p> <p>Speed range is dependent on the value B_{ij}. The calculation is similar to that of Average Absolute Speed Error, but without the absolute value operator.</p>	M/E		
7	Accuracy requirements will be in effect for vehicle flows exceeding 500 VPH.	M/C		
Temporal Reporting				
8	Traffic data shall be provided 24 hours per day, 7 days per week. Allowance will be made for up to 40 hours of scheduled system maintenance per year	M/C		

	during off-peak hours.			
9	Maximum data latency shall be less than or equal to eight (8) minutes.	M/E		
10	Maximum data latency shall be less than or equal to five (5) minutes.	HD/E		
Spatial Reporting				
11	<p>Maps depicting the roadways within the corridor for which realtime traffic data are included in Section J. Offerors should use these maps as a basis for developing technical proposals. These maps represent a consensus vision of the network of roadways that define the corridor. Actual implementation will be done on a task order by task order basis in consultation with the respective road authorities. During implementation the selection of routes may differ from those depicted in the maps.</p> <p>Vendors should use roadway network depicted in the maps, referred to as the baseline system, as the basis of their technical proposals. Using the maps as a guide indicate the following:</p> <ul style="list-style-type: none"> • Variations or limitations between the proposed coverage and that identified on the coverage maps. • Any regions on the baseline system for which real-time traffic data cannot be provided. <p>Price proposals will be based on a subset of routes in the baseline system bounded by the geographic extents of North Carolina, Virginia, Maryland, Delaware, Pennsylvania, and New Jersey. This subset of routes, referred to as the core system, is the anticipated location for the initial three year project. For the core system provide the following:</p> <ul style="list-style-type: none"> • Startup costs, and subscription fees for three years of service. <p>[NOTE : The baseline system and core system are provided to assist in the development and evaluation of proposals. Actual roadways and system extents will be specified in task orders. As part of the price proposal, vendors must provide a cost model to be used as contract prices in developing task orders to acquire traffic data.]</p>	M/E		
Route types for which traffic data is to be provided include:				
12	I-95	M/C		

13	Other limited-access, multi-lane facilities such as other interstate highways, freeways, beltways, and by-passes	M/C														
14	Arterials and state highways	HD														
15	Ramps and interchange turning movements	D/E														
16	HOV and other lane specific modes	D/E														
Link Definitions:																
17	<p>Segmentation of the road network is the responsibility of the vendor and shall be performed in cooperation with the University. Link definition should be based on logical breaks in facilities where one would expect the potential for differing traffic conditions, such as at an interchange or major at-grade intersections. The following chart indicates the anticipated segment lengths for various road classifications.</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td colspan="2" style="text-align: center;"><u>Link length guidelines</u></td> </tr> <tr> <td></td> <td style="text-align: center;">URBAN</td> <td style="text-align: center;">RURAL</td> </tr> <tr> <td style="text-align: center;">FREEWAYS</td> <td style="text-align: center;">1-3 miles</td> <td style="text-align: center;">3-10 miles</td> </tr> <tr> <td style="text-align: center;">ARTERIALS</td> <td style="text-align: center;">0.5-3 miles</td> <td style="text-align: center;">2-5 miles</td> </tr> </table>		<u>Link length guidelines</u>			URBAN	RURAL	FREEWAYS	1-3 miles	3-10 miles	ARTERIALS	0.5-3 miles	2-5 miles	I/C		
	<u>Link length guidelines</u>															
	URBAN	RURAL														
FREEWAYS	1-3 miles	3-10 miles														
ARTERIALS	0.5-3 miles	2-5 miles														
18	Ramps and interchange turning movements (if provided) will be reported as separate links.	D/C														
19	HOV and other lane specific modes (if provided) will be reported as separate links.	D/C														
20	Link definitions shall, at a minimum, contain beginning and ending latitude, longitude, heading, common name or route number, and a unique identifier. Use applicable TMDD standards or comparable open and published data standards.	M/E														
Availability and Reliability																
21	<p><u>Reliability:</u> Reliability refers to the ability of the system to produce traffic data estimates consistently for each link at all times. Data reliability is measured simply as the percentage of measurement intervals (combination of space and time) when traffic data estimates are delivered.</p> <p>Note: Valid traffic data estimates occur only when sufficient base level data exists to support an estimate of the mean travel time or mean speed for a</p>	M/E														

	<p>particular time period. Estimates based purely on imputation (for example, the historical average) are not considered a valid estimate in terms of the availability requirement. Periods of low flow (<500 VPH) are excluded.</p> <p>Traffic data shall be provided for at least 95% of all links at all required time reporting intervals (see Temporal Reporting requirements).</p>			
22	<p><u>Availability:</u> Data subscription services shall maintain at least 99% availability, determined as percent uptime of the data service excluding any scheduled system maintenance. Scheduled maintenance shall be limited to 40 hours per year and only during non-peak hours.</p>	M/C		
Data Formatting, Packaging and Access				
23	Data shall be provided as XML-formatted content and made available through a web-based subscription service. The service will allow for appropriate access permissions to limit distribution only to authorized subscribers. The service shall allow for selective content subscription so that various states and road authorities may subscribe only to the geographic area of interest.	M/E		
24	Data shall be updated whenever the mean speed changes by 3 MPH or greater, the travel time changes by 5% or greater, or the status flag changes OR a full data set shall be supplied at least once every five (5) minutes. In either case the latency requirements of the data prevail (Items 9 & 10 under temporal reporting).	M/E		
25	The format of the data will conform to applicable TMDD standards or other comparable open and published standards. Vendors should provide a precise description of the processes and timing associated with their provision of the data.	M/E		
26	Hardware, software and network capacity shall be sufficient to initially support up to 40 concurrent data subscriptions, with the capability to scale to 200 data subscriptions as needed. It is the responsibility of the contractor to provide sufficient capacity to service all subscription demands.	M/E		
27	Offerors shall provide an archiving service for all data provided to the Coalition.	M/E		
Website for Monitoring Traffic Data				

28	Offerors shall provide a web-based tool to view real-time traffic data by the Coalition and its members (not the general public). The monitoring service is for use only by the Coalition. The web site will be password protected.	M/E		
29	The website shall have the capacity to initially support up to 200 concurrent users with the ability to scale to 1000 concurrent users as needed.	M/C		
30	Data from the real-time traffic service can be viewed in real-time via the website.	M/C		
31	Archived traffic data can be accessed via the website.	M/C		
32	Routes and data can be selected and viewed in an electronic map-based interface.	D/E		

3.2 Consulting Services Requirements

Offerors shall provide consulting services to assist with integrating real-time traffic data into ATMS, ATIS and other ITS applications for the Coalition and its members, and to enhance and or extend the real-time traffic data services. Consulting Services will be provided solely on an indefinite-delivery, indefinite-quantity basis for the convenience of the Coalition. The University and the Coalition guarantees no minimum nor maximum hours of utilization for these services. Such services may encompass but are not limited to:

Item	Description	Priority	Response Code	Respondent Comments
CONSULTING SERVICES				
1	Providing data feeds in other formats such as streaming XML, FTP, SFTP, CORBA, SOAP and JMS as needed to support ATMS, ATIS and other ITS applications within the Coalition.	M/E		
2	Provide other formats, such as various implementations of TMDD standards, Alert-C, ISO and SAE standards as needed to support ATMS and ATIS (and other ITS applications) within the Coalition.	M/E		
3	Develop alternate link data formats in order to integrate data into existing ITS applications	M/E		
4	Extend capability of web-based monitoring system	M/C		
5	Re-segment portions of the highway link network to adapt to physical changes and institutional needs	M/C		

6	Provide a publicly accessible web site for viewing traffic data	D/E		
7	Assist the Coalition and its members with integrating traffic data into ATMS and ATIS systems	M/C		
8	Develop traffic forecasting capability	D/E		
9	Develop decision support tools	D/E		

3.3 Risk Analysis

Reliance on Outside Contractors:

If successful delivery of traffic information is dependent on contractual agreements between the vendor and an outside contractor, provide evidence of sustainable relationship such as copies of agreement or commitment letters. Also describe contingency measures that are planned if partners are lost. [M/E]

Offerers shall supply a project risk analysis as part of the technical proposal. The analysis shall identify ways in which the Coalition may decrease or mitigate project risk, ways that the contractor can decrease or mitigate project risk, identify risks that increase cost, and identify project requirements that are outside of the capabilities of available technology. [M/E]

4.0 TASK ORDER PROCEDURE

In accord with the IDIQ nature of this Contract, All effort/funding shall be committed and payments effected, under individual firm-fixed-price task orders. Each task order will initiate the provision of deliverables (data or services) as defined in the individual task order. Subsequent increases/ decreases in capability will be implemented via subsequent task order. The duration of a given task order will reflect available funding at the time of award.

4.1 Task Order Proposal Requests

The work will be conducted by the Contractor on an as-requested basis within the scope of this Contract. The exact nature and extent of the Contractor's work under this Contract will be based on written Task Order Proposal Requests (TOPR) developed or reviewed by the UMD-POC working in conjunction with Coalition staff, who will forward a copy of each written TOPR to the Contractor. Each TOPR will include, at a minimum, the following:

- (1) Name and signature of the UMD-POC (or designee);
- (2) Due date and time for University's receipt of a task order proposal, and number of required copies of each proposal;
- (3) Description of the work required;
- (4) The UMD-POC's estimated maximum fee (for data services) and maximum number of labor hours (for consulting services) and other resources required;
- (5) Deliverable requirements;
- (6) The UMD-POC's desired delivery/performance schedule;
- (7) Quality assurance standards, as appropriate; and
- (8) Travel authorized.

4.2 Task Order Proposals

Within the timeframe requested in the TOPR from the UMD-POC, the Contractor shall submit to the UMD-POC and Coalition Staff, a Task Order Proposal that addresses items (1) through (7) below. Based on mutual agreement of the Task scope, schedule, deliverables, and price estimates provided by the Contractor, the UMD-POC will complete items (8) through (12) authorizing the Contractor to proceed with conducting the work.

- (1) Scope of Work that includes a description of the technical approach for performing the work and providing the requested deliverables.
- (2) Period of Performance and Schedule of Work, including an estimated date of commencement of the work and dates indicating delivery of all deliverables.
- (3) Pricing Estimates For:
 - Estimated upfront and ongoing subscription fees for traffic data (for traffic data task orders.)
 - Estimated labor required, defining the labor categories, estimated number of hours for each category, including subcontractors, proposed to effect the TOPR SOW.
 - All rates (for data and labor) must be in accordance with Section B of this Contract.
- (4) Travel, equipment and materials estimates.
- (5) Total estimated price for completion of the task order.
- (6) Name and signature of the individual authorized to sign for the Contractor.
- (7) Contract Number, Task Order Number, and effective date.
- (8) The total firm fixed price excluding reimbursables in (9) below for the Task Order as negotiated and agreed to by the parties.
- (9) Travel, equipment, and materials authorized, to be reimbursed at cost with no markup allowed.
- (10) Any other necessary information.
- (11) Name and signature of the UMD-POC or designee.

Any dispute concerning the task order or any claim by the Contractor shall be handled in accordance with the Disputes clause contained in Section I of this contract.

4.3 Additional Task Order Provisions

The University may modify task orders in the same manner as they are issued. A modification request will be developed by the University and forwarded to the contractor. The contractor will propose a task order to address the modifications and all associated costs in accordance with subsection 4.2 above.

In the event that task orders extend beyond the Contract's period of performance, the Contract will remain in effect to accommodate the completion of the task order(s).

In the event that there is a conflict between the requirements of the Contract or the Task Order Scope of Work, the Contract shall prevail.

5.0 DELIVERABLES

- 5.1 Specifications for delivery of traffic data associated with any work order are delineated by the requirements established in section C3 above AND by
- 5.2 any further requirements as specified in the task order.
- 5.3 Deliverables for consultant services will be delineated in each task order.

6.0 DATA OWNERSHIP AND DATA LICENSING

It is the intent of this contract to secure for the Coalition, its member organizations, and their officially designated representatives full rights to the traffic data to use in support of internal organization operations, and sufficient rights to the traffic data to disseminate traveler information to the public consistent with the organizations' traffic management and operations responsibilities. Paragraphs 6.1 through 6.6 further define the rights and uses. The Contractor's proposal should affirm the Contractor's ability to support the data rights presented herein. The Contractor may define additional restrictions to safeguard the commercial value of the Contractor's traffic data, but any such restrictions should not impede the use of the data for the envisioned purposes. Any restrictions imposed by the Contractor will be assessed in the technical evaluation of proposals.

6.1 The Contractor shall retain ownership of all traffic data provided to the I-95 Corridor Coalition as a result of this contract. The Coalition, its member organizations, and their officially designated representatives shall have the right to use the traffic data provided under this contract for transportation planning and operational analyses, service and data quality validation analyses, and all other internal organization applications. This includes the right to archive all the traffic data and use it for internal organization purposes for an unlimited period of time in the future.

6.2 Real-time traffic data delivered by the Contractor may be provided by the Coalition, its member organizations, and their officially designated representatives to external users, subject to the following restrictions:

- Information shall be disseminated to the public using dynamic message signs (also known as variable message signs), portable message signs, highway advisory radio, 511 information systems, the media, and organization-supported websites and web services.
- With the exception of Coalition and member organization websites and web services and the media, all data disseminated to the public shall be restricted to the presentation of travel times and speeds for road sections between interchanges, major intersections, major landmarks, and major destinations. The minimum length of such sections shall generally be greater than four miles, with exceptions provided for bridges, tunnels and other unusual road network topography. The minimum data update period shall be five minutes.

- Speed and travel time information disseminated to the public through Coalition and member websites and web services and the media shall be spatially restricted to road sections between interchanges, major intersections, major landmarks, and major destinations. The minimum length of such sections shall generally be greater than four miles, with exceptions provided for bridges, tunnels and other unusual road network topography. Speed and travel time information conveyed via websites and web services shall be presented using three levels with thresholds established by the agency. The minimum data update period shall be five minutes.

6.3 The Coalition, its member organizations, and their officially designated representatives shall have the right to create visualizations and summary statistics of the archived traffic data (i.e., maps, graphs, charts, tables, etc.) for presentation and distribution to the general public. The University and Coalition will cooperate with the Contractor and make reasonable efforts to protect against the unlicensed distribution of data. However, neither the University nor the Coalition will assume any liability for unlicensed use of the data by third parties or unlicensed access to the data by third parties.

6.4 Contracting organizations, including universities, providing services on behalf of the Coalition or its member organizations, shall be subject to the same rights and restrictions given herein, but limited to the context of the contracted service. This includes organizations engaged by or acting on behalf of the Coalition to evaluate the accuracy, latency, and other parameters of the traffic data. Any contracting organizations, including any universities, desiring access to the traffic data for purposes not funded or sanctioned by the Coalition or its member organizations, must negotiate with the Contractor for access and rights to the traffic data.

6.5 Nothing in this contract shall preclude the Coalition, its member organizations, or their officially designated representatives from displaying or otherwise presenting any information to external users that has been obtained from other sources or other organizations that are not a party to this contract. Nothing in this contract shall preclude the Coalition and member organizations from displaying or otherwise presenting any information that is deemed essential to the safety of the traveling public.

6.6 Data provided by the Contractor may be incorporated into the Coalition's Integrated Corridor Analysis Tool (ICAT). ICAT is a geographic information system- (GIS) based transportation network for the 16 state Coalition region and linked databases of information about the region's roads, traffic volumes, and travel patterns. The dissemination of ICAT data may include summaries of historic traffic data with minimum summary periods of fifteen minutes and spatial resolutions that include road sections between interchanges, major intersections, major landmarks, and major destinations. The minimum length of such sections will generally be greater than four miles, with exceptions provided for bridges, tunnels and other unusual road network topography.

7.0 DATA AVAILABLE FROM EXISTING SOURCES

7.1 A number of projects are already in existence within the I-95 corridor that provide (or are capable of providing) real-time traffic data similar to that requested in the RFP for portions of the requested coverage area. If offerors determine it is in their best interest to supplement their baseline offering with this data, offerors may want to consider initiating discussions with these supplementary data sources with the intent of integrating their data into the offeror's response. Systems that have been identified within the Corridor include:

TRANSCOM is a coalition of 16 transportation and public safety agencies in the New York - New Jersey - Connecticut metropolitan region. It was created in 1986 to provide a cooperative, coordinated approach to regional transportation management. TRANSCOM operates a system that assesses travel times based on EZ-Pass Electronic Toll Collection tags. Started in 1993, the original deployment covered 22 miles of roadway. Since the inception, the TRANSMIT network has grown to some 500 miles of toll and non-toll roadways instrumented in NY State & NJ. Additional sites have been designed for the NY State Thruway, Northern State Parkway, NJ Turnpike, Garden State Parkway, I-287 and other limited access highways in both states.

Contact: Tom Batz
Manager, Technical Development
batz@xcm.org
201-963-4033

7.2 It will be up to the individual responders to contact these sources with the intent of negotiating suitable agreements. Inclusion of such data is at the sole discretion of the offeror.

7.3 If any such data sources are used, it is the responsibility of the offeror to establish compliance of this data to the requirements and specifications of the contract including provisions of quality, intellectual property, and risk assessment. The University does not assume any responsibility or liability for this supplemental data, nor does the University certify that any of these sources meet the requirements and specifications spelled out herein.

8.0 SERVICE DELIVERY TIMEFRAMES, FEES, AND SCHEDULE

Contractor will have six (6) months from the time that a task order for realtime traffic data is authorized to begin providing real-time traffic data to the Coalition consistent with the requirements in Section C of this contract.

Section D - Packaging and Marking

The packaging of realtime traffic data is subject to the applicable requirements given in Section C, subsection 3.1. Packaging and marking requirements for deliverables associated with any optional consulting services will be defined in the task order process.

Section E - Inspection and Acceptance

It is the intent of the Coalition to employ an independent contractor to validate that accuracy, latency and availability requirements have been achieved. The Coalition intends to perform its initial validation within three months of the initiation of traffic data service and then perform a validation at a minimum of annually thereafter. The Coalition reserves the right to validate the traffic data service at any time and without warning or notice to the contractor.

In the event that any validation exercise indicates that the traffic data does not meet minimum requirements as given herein, the University shall have the right to renegotiate coverage, costs, and/or requirements or terminate the task order or contract agreement with no further financial obligation to the Contractor.

Section F - Deliveries or Performance

Deliveries and performance specifications of realtime traffic data is subject to the applicable requirements given in Section C, subsection 3.1. Deliveries and performance requirements for deliverables associated with any optional consulting services will be defined in the task order process.

Section G - Contract Administration Data

1. Roles of the University of Maryland Program Manager and Procurement Officer

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

The University of Maryland Program Manager Mr. Philip Tarnoff at 301-403-4619 and designated staff shall be the principal interface on behalf of the University of Maryland for post-award technical matters, and shall have the authority to explain and provide further details regarding the University of Maryland's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Program Manager and designated staff shall have no authority to modify any provisions of this contract.

2. Invoicing

The Contractor shall provide the following invoicing services. Invoices shall reflect the price structure as defined in Section B/Pricing, and Section G, Subsection 3 below.

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

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

Direct invoices to the following address:

University of Maryland
Attn.: Accounts Payable Department
Chesapeake Building – Room 3101
College Park, MD 20742

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

3. Schedule of Payments

3.1 The essence of this contract is the provision of data. Task orders will authorize the provision of real-time traffic data for specific roadways in a geographical area for a specified period of time. This coverage will include a certain defined linear

bidirectional mileage. The defined mileage will form a component of the payment terms.

- 3.2 Payment for any mobilization costs will be due upon authorization of the task order. Data subscription fees will be invoiced at the end of the calendar month for which the data was provided. Each monthly payment will be based on an agreed upon monthly data fee (I) and adjusted by the product of the percentage uptime of the system (T) and the percent of mileage for which data was delivered (M) in the following manner:

Monthly data fee = I

Percentage of uptime of the data service (availability) = T %

Percentage of total mileage reported through the data service (reliability) = M %

Payment = I*T*M

Notes:

1. Periods of low traffic flow (defined earlier) will be excluded from the coverage area calculation as appropriate.
2. The mobility payment shall not exceed 20% of the equivalent annual payment

For example:

The negotiated mileage to be covered is 1,000 miles for a monthly fee of \$50k. The data service availability was 98% of the time. Then:

$T = 0.98$

For this time when data was available for the 1,000 miles, if 100 miles of data was not provided for half of the month, then:

The average coverage is reduced by $100/1000*0.5 = 5\%$, thus $M = 0.95$

Hence: Payment = $I*T*M = 50,000*0.98*0.95 = \$46,550$

4. Assignment

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

5. Notices

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

For the University of Maryland:

Bruce D. Brewer
Procurement & Supply
University of Maryland
2113R Chesapeake Building
College Park, MD 20742-3111
Telephone: 301-405-5829
Facsimile: 301-314-9565
Email: **bbrewer@umd.edu**

For Contractor: (please complete the following)

Telephone: _____
Facsimile: _____
Email: _____

Section H - Special Contract Requirements

1. Term of Contract

The contract term shall commence on the date the contract is signed on behalf of the University or such later date as the University directs. The contract term shall terminate Three (3) years after the beginning date unless extended or sooner terminated in accordance with the contract.

At the sole option of the University, the contract may be renewed for up to seven (7) additional separately exercisable one (1) year terms under the same terms and conditions, with prices as quoted in Section B and accepted by the University of Maryland.

2. Insurance Requirements

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

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

- a. Commercial General Liability Insurance including all extensions-
\$1,000,000 each occurrence;
\$1,000,000 personal injury;
\$1,000,000 products/completed operations;
\$1,000,000 general aggregated
- b. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland. Contractors that do not maintain an office in Maryland are to provide Workmen's Compensation Insurance and Unemployment Insurance to the levels required by the laws of the State where they conduct their business.
- c. Reserved
- 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. Reserved

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

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

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

3. Parking

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

4. Minority and Disadvantaged Business Enterprise (MBE) Notice

MBE firms are encouraged to respond to this solicitation.

5. Order of Precedence (within this contract)

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

- a) Section H – Special Contract Requirements
- b) Section C – Description/Specifications/Statement of Work
- c) Remaining Sections of Part I (Sections A, B, D, E, F and G)
- d) Part II – Contract Clauses (Section I)
- e) Part III – List of Documents, Exhibits and Other Attachments (Section J)
- f) Part IV – Representations and Instructions (Section K and Section L)

6. Bid Security or Performance Bond Requirements

Not Applicable

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

1. Scope of Work

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

2. Compensation and Method of Payment

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

3. Contract Term

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

4. Reserved

5. Reserved

6. Reserved

7. Independent Contractor

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

8. Truth-In-Negotiation Certification

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

- a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
- b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
- c. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

9. Multi-Year Contracts Contingent Upon Appropriations

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the

University's rights or the Contractor's rights under any termination section in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

10. Variations in Estimated Quantities

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

11. Reserved

12. Specifications

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

13. Cost and Price Certification

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

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

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

14. Delays and Extensions of Time

- (1) The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.
- (2) Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

15. Suspension of Work

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

16. Payment of University Obligations

Payments to the Contractor pursuant to this contract shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Electronic funds transfer (EFT) will be used by the State to pay Contractor(s) for Contracts with a value over \$200,000 and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption.

17. Delivery and Acceptance

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

18. Non-Hiring of Officials and Employees

No official or employee of the State of Maryland whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall, during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

19. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation (added effective October 1, 2001) or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw material; and (c) to post in conspicuous places accessible to employees and applicants for employment, notices setting forth the substance of this section.

20. Financial Disclosure

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts,

leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

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

www.sos.state.md.us

21. Political Contribution Disclosure

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State, a county, a municipal corporation or other political subdivision of the State, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws:

(1) prior to purchase, completion or execution of any sale or any lease or contract by the University, and shall cover the preceding two calendar years; and

(2) if the contribution is made after the completion of a sale or purchase, or execution of a lease or contract, then, twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6 month period ending July 31.

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

www.elections.state.md.us

22. Disputes

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

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

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

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

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

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

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

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

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

23. Termination for Convenience

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

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

(a) stop work as specified in the Notice of Termination;

(b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;

(c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(d) assign to the University, in the manner, at times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Procurement Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this section;

(f) transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer,

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

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

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

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

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

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

(i) take any action that may be necessary, or as the Procurement Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the University has or may acquire an interest. The Contractor shall submit to the Procurement Officer a list, certified as to quantity and quality, of any or all items of termination inventory not

previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Procurement Officer, and may request the University to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the University shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

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

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

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

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

(b) the total of-

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

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2) (e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or

materials delivered or services furnished by subcontractors or Contractors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (g) above); and

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

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

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

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

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

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

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

(10) The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this section, such excess shall be payable by the Contractor to the University upon demand,

together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the Procurement Officer by reason of the circumstances.

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

24. Termination for Default

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

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

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

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

adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a claim as defined in the section of this contract entitled "Disputes".

(5) If this contract is terminated as provided in paragraph (1) of this section, the University, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Procurement Officer; failure to agree to such amount shall be a claim as defined in the section of this contract entitled "Disputes". The University may withhold from amounts otherwise due the Contractor hereunder such sum as the Procurement Officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

(6) The rights and remedies of the University provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (3) of this section, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

25. Arrearages

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

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

26. Compliance with Laws

The Contractor hereby represents and warrants that: **A.** It is qualified to do business in the state of Maryland and that it will take such actions as, from time to time hereafter, may be necessary to remain so qualified; **B.** It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract; and **C.** it shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract.

27. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this contract for three years after final payment by the University hereunder or any applicable statute of limitation, whichever is longer,

and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or his designee, at all reasonable times.

28. Tax Exemption

The State is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

29. Registration

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall register with the Department of Assessments and Taxation.

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

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

30. EPA Compliance

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

31. Occupational Safety and Health Act

All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

32. Maryland Law Prevails

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

33. Software Licensing

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

34. MUCITA

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

35. Applicability of Federal Laws

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

36. Protests and Claims

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section X - Protests and Claims. Detail is available by accessing the following web site: www.purchase.umd.edu. Click on this web site, then select the category "Policies and Procedures," followed by "USM Procurement Policies and Procedures."

37. Intellectual Property

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

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

Intellectual Property Warranty and Indemnification. The Contractor represents and warrants that any materials or deliverables, including all Works, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent

infringement, University shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the University under law or equity. Contractor further agrees to indemnify and hold harmless the University, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this contract, University shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

38. Reserved

39. Eligibility to Purchase

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

40. Proposal Affidavit

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

41. Changes

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

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

The section entitled "Delays and Extensions of Time" prohibits the Contractor from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the contract price and shall modify the contract.

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

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

42. Protection of University Data

UNIVERSITY DATA: All data residing on or flowing through servers used by or in the conduct of, the effort described in the Scope of Work, shall remain the property of University and shall be considered confidential or proprietary, as defined in section 2.0 below.

- 1.0 University Data: .University will provide VENDOR access to University Data subject to the following terms and conditions:
 - 1.1 University grants VENDOR a nonexclusive, nontransferable right and license to access and use University Data solely to fulfill its obligations with respect to implementation and conduct of the scope of work herein defined.
 - 1.2 The license granted to VENDOR does not grant VENDOR any rights to copy, distribute, transfer, license, or sell University Data to any third parties or to use University Data for any purpose not directly related to this Contract.
 - 1.3 VENDOR agrees to limit access to University Data to those of its officers, agents and/or employees who are assigned to work on this Contract and who require access to University Data in order to fulfill VENDOR'S obligations hereunder.
 - 1.4 Under no circumstances will VENDOR disclose University Data, in whole or in part, to any person or entity except as authorized under this Contract.
 - 1.5 VENDOR acknowledges receipt of and agrees to comply with the Policy On Confidentiality And Disclosure Of Student Records (III-6.30: Approved by the Board of Regents, January 11, 1990) and University of Maryland Policy and Procedures on the Disclosure of Student Educational Records (III-6.30(A): Pres. 1991, 1996, 1997, III-6.30A), as amended from time to time, and available on line respectively at <http://www.usmh.usmd.edu/Leadership/BoardOfRegents/Bylaws/SectionIII/III630.html> and <http://www.inform.umd.edu/CampusInfo/Departments/PRES/policies/iii630a.html> and incorporated as part of this agreement.
 - 1.6 VENDOR shall fully and promptly comply with regulations that may be promulgated by the State or Federal governments concerning the privacy of University Data that VENDOR uses and accesses pursuant to this Contract.
 - 1.7 VENDOR shall notify University of any breach in the security of University Data immediately upon becoming aware of such breach. Notice shall be issued simultaneously to the University Program Manager and University Procurement Officer, in writing, and shall describe the date, nature and scope of the breach, the causes of the breach, and all steps VENDOR has taken as of the date of the notice to remedy the breach. VENDOR will use its best efforts and cooperate fully with University to respond to any such breach.
 - 1.8 University Data is deemed to be Confidential and Proprietary Information for purposes of Section 1.0.
- 2.0 Confidential Information
 - 2.1 Definition. Confidential Information means University Data and other information, whether in written, oral, graphic, electronic or physical form, including but not limited

to scientific knowledge, know-how, processes, inventions, techniques, formulae, data, plans, and business practices, that are not generally known to the public and that, if tangible, is clearly marked by the disclosing party as Confidential Information at the time of disclosure and which, if oral, is summarized and identified in a writing as Confidential Information that is submitted to the receiving party within ten (10) days of initial disclosure.

- 2.2 Exclusions. Confidential Information does not include information that:
- 2.2.1 is developed by a receiving party independently and without the benefit of Confidential Information disclosed by the disclosing party;
 - 2.2.2 a receiving party lawfully obtains from a third party without restriction;
 - 2.2.3 is or becomes publicly available through no wrongful act of a receiving party;
 - 2.2.4 is known to the receiving party prior to receipt from the disclosing party;
 - 2.2.5 a receiving party is obligated to produce to comply with applicable laws or regulations, including the Maryland Public Information Act, or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena, provided the party receiving such order notifies the disclosing party prior to such disclosure so it may take appropriate action.
- 2.3 Obligations. In addition to the obligations of Vendor with respect to University Data under section 1 above, a receiving party shall use reasonable efforts to protect the confidentiality of Confidential Information it receives under this Contract ,specifically, a receiving party will disclose Confidential Information it receives to only to those of its officers, agents and employees who are working on this Contract and have a need to know. A receiving party shall obtain the agreement of those to whom Confidential Information is disclosed to abide by the obligations set forth in this section. The receiving party will not disclose Confidential Information to any third parties without the prior written approval of the disclosing party. The obligations of confidentiality with respect to Product Deliverables and University Data shall remain in effect until they lose their status as Confidential Information. The obligations of confidentiality with respect to all other Confidential Information received under this Contract shall expire three (3) years after the expiration of the Term.

43. Entire Agreement

- A. The contract constitutes the entire agreement between the parties hereto and other communications between the parties prior to the execution of the Contract, whether written or oral, with reference to the subject matter of the contract, are superseded by the agreements contained herein. The Contract may not be modified, amended, changed or altered except by written instrument executed and approved by the Procurement Officer.
- B. Except as otherwise provided by law, any action permitted or required under the contract documents to be taken by the procurement officer, may be taken by his duly authorized representative.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J - List of Attachments

1. Baseline System Maps will be found on the University of Maryland Department of Procurement and Supply Website www.purchase.umd.edu, under RFP (Request for Proposals) 82085N/ Traffic Flow Data.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

UNIVERSITY OF MARYLAND PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

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

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §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) __

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

CONFLICT OF INTEREST INFORMATION

- A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.
- B. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- C. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.
- E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.
- F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.
- G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.
- H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

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

ATTACHMENT C6

CONTRACT-FUNDED AFFIDAVIT FOR ANTI-LOBBYING CERTIFICATION, DEBARMENT CERTIFICATION, AND CLEAN AIR AND WATER CERTIFICATION

Contractors should review the instructions for certification included in the regulations before completing this form. Signature on this form denotes compliance with certification requirements under Federal Acquisition Regulation (FAR). The certifications shall be treated as material representations of fact upon which reliance will be placed by the University of Maryland in making a determination to award the order.

1. LOBBYING The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The undersigned certifies to the best of his knowledge and belief, that the company and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any offenses enumerated in paragraph (I)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

3. CLEAN AIR AND WATER. The undersigned certifies that

(a) Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The undersigned will immediately notify the University buyer, before award, of the receipt of any communications from the Administrator, or a designee, of the EPA, indicating that any facility that the undersigned proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The undersigned will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

I understand that a false statement on this certification may be grounds for rejection of this bid or proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name of Contractor

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

[] I am unable to certify to the above statements. My explanation is attached.

MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION

A. Minority Business Enterprise (MBE) Participation

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the solicitation. 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 overall Maryland MBE subcontract participation goal of 25% percent of the total contract Service Delivery Order dollar amount(s), including any future contract modifications, has been established for this procurement. Individual coalition member states may require contractors to register with their respective Minority/Small Business entities, and provide reporting for tasks defined to these states.

By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by MBEs, certified by the Maryland Department of Transportation (MDOT), as specified. **ONLY MDOT certified MBEs may be included in the MBE Participation Schedule. No other MBE certifications are acceptable.**

- ◆ 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.

If an MDOT certified MBE firm included in the MBE Participation Schedule becomes unavailable at any time before execution of the contract, the contractor shall notify the Procurement Officer in writing immediately, describing the desired change and the contractor's efforts to substitute another MDOT certified MBE to perform the work. After the date of contract execution, any desired changes must have the prior written approval of the Agency Head, and the Procurement Officer must issue a formal contract modification authorizing the change.

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 (MBE Attachment A) whereby the bidder or offeror acknowledges the certified MBE participation goal, 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 (MBE Attachment B) whereby the bidder or offeror responds to the expected degree of MBE participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of 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 MBE Attachment A and MBE Attachment B with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - (1) Outreach Efforts Compliance Statement (MBE Attachment C)
 - (2) MBE Subcontractor Project Participation Statement of Intent to Subcontract (MBE 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 MBE Waiver Request (MBE Attachment E) and MBE Unavailability Form (MBE Attachment F) that comply 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. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors (when actively employed on the project) submit monthly to the MBE Liaison a MBE Subcontractor Monthly Payment Report*. **The Prime Contractor is responsible for assuring that the MBE Subcontractors submit this report.**
2. Submit monthly to the MBE Liaison a Prime Contractor MBE Monthly Payment Report*, including any unpaid invoices over 30 days old received from any certified MBE subcontractor, and the reason payment has not been made.
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 minority and non-minority subcontractors 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 minority and non-minority subcontractor 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.

MBE ATTACHMENTS

Submit with Bid or Offer

- A. Certified MBE Utilization and Fair Solicitation Affidavit
- B. MBE Participation Schedule

Submit within 10 Working Days of Notification of Apparent Awardee

- C. Outreach Efforts Compliance Statement
- D. MBE Subcontractor Project Participation Statement of Intent to Subcontract
- E. MBE Waiver Request (if applicable)
- F. MBE Unavailability Form (if applicable)

*Monthly Payment Reports that are required by Prime Contractor and MBE Subcontractor(s) will be provided to Prime Contractor upon or following contract award as attachments G (MBE Subcontractor Monthly Payment Report) and H (Prime Contractor MBE Monthly Payment Report).

Contractor Assistance

Contractors seeking personal assistance in locating minority business enterprises or to answer questions about the MBE requirement in this solicitation are encouraged to contact:

Ms. Victoria Leatherwood
MBE Liaison Officer
University of Maryland
Department of Procurement and Supply
2113- R Chesapeake Building
College Park, Maryland 20742
Telephone: (301) 405-5850
Fax: (301) 314-9565
E-Mail: vleather@umd.edu

Contractors who have questions concerning the MBE certification process, need assistance with State of Maryland MBE Directory searches, or have questions about specific vendor information, may also contact:

Maryland Department of Transportation
Minority and Disadvantaged Business Enterprise (MBE) Program
7201 Corporate Center
Hanover, MD 21076
In State: (410) 865-1269
Toll Free: 1-800-544-6056

On-line assistance in locating minority business enterprises:

The State of Maryland Minority Business Enterprise Directory published by the Maryland Department of Transportation at www.marylandtransportation.com is updated nightly. To utilize the search feature, click on the category “Minority/Disadvantaged Business Enterprise” followed by “MBE/DBE Directory.”

MBEs Recently Used by the University of Maryland System is generally updated monthly at www.purchase.umd.edu. The University System of Maryland encourages the utilization of all qualified MDOT certified MBEs. This list was created to answer the prime contractor’s inquiry regarding who has done business with the University of Maryland. It is for information only and is not an endorsement or recommendation. To utilize the search feature, click on the category “Minority Business Program,” followed by “MBE Vendors Recently Used”

**CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT**

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 in response to Project Name _____, Solicitation No. _____, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _____ 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 _____ percent 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, 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.

2. I have identified the specific commitment of certified MBEs by completing and submitting an MBE Participation Schedule with the bid or proposal.
3. I understand that if I am notified that 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 21.11.03.10), whichever is earlier.
 - Outreach Efforts Compliance Statement (Attachment C)
 - MBE Subcontractor Project Participation Statement of Intent to Subcontract (Attachment D)
 - MBE Waiver Request (if applicable) (Attachment E)
 - MBE Unavailability Form (if applicable) (Attachment F)
 - Any other documentation required by the Procurement Officer to ascertain bidder or 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 and the required documentation is not submitted, the award is voidable.

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

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

Bidder/Offeror Firm Name

Signature of Authorized Representative

Address

Printed Name, Title

City, State, Zip

Phone

Fax

E-Mail

Date

Submit this MBE Affidavit with Bid or Offer

MBE PARTICIPATION SCHEDULE

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

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

USE ATTACHMENT B CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ % \$ _____

Bidder/Offeror Firm Name

Signature of Authorized Representative

Date

Printed Name, Title

Submit this MBE Participation Schedule with Bid or Offer

MBE PARTICIPATION SCHEDULE (continued)

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

MBE Attachment C

OUTREACH EFFORTS COMPLIANCE STATEMENT

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

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

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

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

4. Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)
 This project does not involve bonding requirements.

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

Bidder/Offeror Firm Name

Signature of Authorized Representative

Date

Printed Name, Title

Submit this Outreach Statement within 10 Working Days of Notification of Apparent Awardee

MBE Attachment D

MBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT OF INTENT TO SUBCONTRACT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

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

Agreed upon Subcontract \$ Amount _____

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

Signature of Authorized Representative
of Prime Contractor

Signature of Authorized Representative
of Subcontractor

Printed Name, Title

Printed Name, Title

Address

Address

Phone

Phone

Fax

Fax

E-Mail

E-Mail

Date

Date

Submit this Intent to Contract within 10 Working Days of Notification of Apparent Awardee

MBE WAIVER REQUEST

PROJECT NAME _____ SOLICITATION NO. _____

If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for each certified MBE classification specified as having a subcontract goal or the overall MBE contract goal, the bidder or offeror may request, in writing, a waiver to include the following:

1. Attach a detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs, including the work to be performed by each MBE classification if any MBE sub goal has been specified, in order to increase the likelihood of achieving the stated goal;
2. Attach a detailed statement of the efforts made to contact and negotiate with certified MBEs, and if appropriate, by certified MBE classification, including:
 - a. The names, addresses, dates, telephone numbers, MDOT MBE Certification No., and classification of certified MBEs contacted, and
 - b. A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, attach a detailed statement of the reasons for this conclusion;
4. If applicable, include an MBE Unavailability Form (Attachment F) for each unavailable MBE firm offered an opportunity to bid on the above project, include the reasons they are unavailable and, if possible, the MBE firm's signature.
5. Include Attachment C which is the record of the apparent successful bidder's or offeror's compliance with the outreach.
6. If the request for a waiver is for a certain MBE classification with an overall MBE goal, the bidder or offeror shall demonstrate reasonable efforts to meet the overall MBE goal with other MBE classification or classifications.

Overall MBE goal ____% I request a waiver in the amount of ____% and commit to achieving a ____% overall MBE goal.

If applicable, sub goal of ____% women-owned businesses. I request a waiver in the amount of ____% and commit to achieving a ____% women-owned MBE goal.

If applicable, sub goal of ____% African American-owned businesses. I request a waiver in the amount of ____% and commit to achieving a ____% African American-owned MBE goal.

Bidder/Offeror Firm Name

Signature of Authorized Representative

Date

Printed Name, Title

If Applicable, Submit this MBE Waiver Request within 10 Working Days of Notification of Apparent Awardee

MBE UNAVAILABILITY FORM

_____ PRIME CONTRACTOR	
_____ PROJECT NAME	_____ SOLICITATION NO.
CONTACTED CERTIFIED MINORITY BUSINESS	
_____ MBE FIRM	_____ MDOT MBE NO.
SEEKING TO OBTAIN A BID FOR	
_____ WORK/SERVICES NEEDED	_____ NAICS OR SIC CODES
SAID MBE FIRM, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS UNAVAILABLE FOR WORK/SERVICES IN RELATION TO THE ABOVE PROJECT, OR IS UNABLE TO PREPARE A BID FOR THE FOLLOWING REASON(S):	
_____ REASON(S)	_____ MBE FIRM NAME
_____ REASON(S)	_____ IF POSSIBLE, SIGNATURE OF MBE FIRM AUTHORIZED REPRESENTATIVE
	_____ PRINTED NAME & TITLE
	_____ DATE
I HEREBY CERTIFY THAT THE ABOVE MINORITY BUSINESS ENTERPRISE WAS OFFERED AN OPPORTUNITY TO BID ON THE ABOVE PROJECT BY THE ABOVE PRIME CONTRACTOR. THIS STATEMENT IS A TRUE ACCOUNT OF WHY THE ABOVE MBE FIRM DID NOT SUBMIT A BID ON THE ABOVE PROJECT	
_____ PRIME CONTRACTOR FIRM NAME	
_____ SIGNATURE OF AUTHORIZED REPRESENTATIVE	_____ DATE
_____ PRINTED NAME & TITLE	

If Applicable, Submit this Unavailability Form with any MBE Waiver Request, for Each MBE that is Not Available to Perform, within 10 Working Days of Notification of Apparent Awardee

Section L - Evaluation Factors for Award

A. EVALUATION COMMITTEES

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

B. ACCEPTABILITY OF PROPOSALS:

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

C. TECHNICAL EVALUATION:

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

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

1. Demonstration of a full understanding of the RFP, and the ability to meet all mandatory requirements for the provision of real-time traffic data. This includes technical requirements designated as mandatory (M) and all other non-technical requirements including support of the Data Ownership and Data Licensing provisions (section C, subsection 6).
2. Demonstration of ability to meet the highly desirable (HD) technical requirements for the provision of real-time traffic data.

[Note: "Demonstration of ability" encompasses information provided in the proposals as well as record of past performance. Past Performance which will be determined by references including but not limited to: the quality of product delivered, ability to meet the specifications as defined, offeror's record for on-time delivery, technical quality, cost control, demonstrated

corrective actions, etc. as required under Section A-2 “Instructions, Conditions and Notices to Contractors”, Section N-1B “References”.]

3. Demonstration of the extent to which project risk can be minimized and/or mitigated. (Section C, Subsection 3.3)
4. Demonstration of ability to meet the RFP desirable technical requirements (D) for the provision of real-time traffic data.
5. Demonstrate the ability to provide consulting services including availability of relevant off-the-shelf products.

The terms "must" or "shall" are used throughout this document to indicate mandatory requirements. The terms “Mandatory,” “Highly-Desirable” and “Desirable” (abbreviated as M, HD, and D, respectively) are used to describe technical specifications in section C. The Contractor's proposal is to clearly state that it meets all mandatory requirements and specifications; that is, that the Contractor is fully capable of delivering the items and providing the services as specified in this RFP. The Contractor's proposal is to state clearly the degree to which it can meet any highly desirable and desirable technical requirements. Each Contractor must provide a written detailed response to each requirement and specification. Responses to technical specifications in section C, subsection 3.1 and 3.2 are to use a similar matrix format.

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

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

D. FINANCIAL EVALUATION:

The separate financial volume will be distributed to the financial evaluation committee. This information will then be used to establish a financial ranking.

Evaluation of pricing proposals will be performed based on pricing estimates delivered for the core system. The pricing model provided by the vendor will be analyzed with respect to the core system for accuracy and consistency.

Cost proposals for Consulting Services are ancillary to the contract. Pricing of Consulting Services will be evaluated for reasonableness.

E. BASIS OF AWARD:

Financial rankings of proposals will be combined with the corresponding technical ranking to determine a final ranking for each proposal. **Technical merit will have greater weight than price.** Price proposals will increase in importance for proposals of equal or near equal technical rank. The Procurement Officer will recommend contract award to the responsible contractor or contractors whose

proposal is (are) determined to provide overall best value to the University, considering the evaluation factors in this RFP, and price.

F. NEGOTIATION:

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

Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award may be asked to discuss their proposals with the University to facilitate arrival at a contract most advantageous to the University. If the Procurement Officer determines that discussion is in the best interest of the University, the Procurement Officer will advise contractors in the competitive range to submit a best and final offer for consideration after discussions are held.

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