University of Maryland College Park

Request for Proposal (RFP) No. 104688 Integrated Library System (ILS)

Issue Date:	**January 27, 2022**
Pre-Proposal Conference:	**February 9, 2022: 11:00-1:00PM EST**
Deadline for Questions:	**February 16, 2022 at 3:00 PM EST**
Proposal Due Date:	**March 2, 2022 at 3:00 PM EST**
Notice of Intent to Award:	***Tentatively, July, 2022***

* All times listed are Local Time, College Park, MD

WARNING: Offerors 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. Offerors 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.

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

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

1. CONTRACT NUMBER	2. SOLICITATION NUMBER	3. TYPE OF SOLICITATION	4. DATE ISSUED	5. REQUISITION NUMBER
	104688	**(RFP)**	**1/27/22**	**117020**

6. ISSUED BY	7. BOX SUBMISSION INFORMATION
University of Maryland College Park Department of Procurement and Business Services 2113N Chesapeake Building COLLEGE PARK, MARYLAND 20742	

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	NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS	D. FAX NUMBER
	Benita F. Scott	AREA CODE **301**	NUMBER 4850	**bscott13@umd.edu**	**N/A**

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 PERSON CONTRACTOR	13. CONTRACTOR REMIT-TO ADDRESS	14. NAME TITLE AND E-MAIL OF AUTHORIZED TO SIGN OFFER (Print or Type)

15. TELEPHONE NUMBER 16. SIGNATURE 17. OFFER DATE AREA CODE NUMBER EXT.

AWARD (To be completed by University)

18. ACCEPTED AS TO ITEMS LABELED	19. AMOUNT	20. KFS ACCOUNT NUMBER

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 Offerors

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 University of Maryland College Park is issuing this RFP on behalf of the University System of Maryland. 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

There will be no pre-proposal conference for this solicitation.

C.   QUESTIONS

Each Offeror is responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Offerors 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 **February 16, 2022 at 3:00 PM EDT (Local Time, College Park, MD)**. Such requests should contain the following: **QUESTIONS: RFP # 104688"**. 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 Offeror 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 Offerors 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 Offeror's business is conducted (including the official business address),
(3) signed by a person duly authorized to commit Offeror 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 Offeror must submit either via box link below:

Technical Submission Box: https://umd.app.box.com/f/3392f9b97bce4ddd96677f890bb5f31c

Financial Submission Box: https://umd.app.box.com/f/fe0cfc9cdae94af0928d11792d04ae81

Pre-Proposal Conference Information:

Join Zoom Meeting https://umd.zoom.us/j/7382093688

Meeting ID: 738 209 3688

 One tap mobile +13017158592,,7382093688# US (Washington DC) +13126266799,,7382093688# US (Chicago) Dial by your location +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 929 436 2866 US (New York) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose)

Meeting ID: 738 209 3688

Find your local number: https://umd.zoom.us/u/aDui8zMNO

NOTE: ELECTRONIC SUBMISSIONS OF PROPOSALS ARE PERMITTED. UMD WILL RECEIVED ELECTRONIC SUBMISSIONS OF PROPOSALS IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

(1) Electronic submissions will be accepted through Box ONLY. A link will be provided for all submissions

a. Use the Attachments Tabs to submit the proposal electronically in accordance with the submission requirements outlined above.

(2) LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

(3) THE ORIGINAL TECHNICAL VOLUME AND THE ORIGINAL FINANCIAL VOLUME MUST BE SUBMITTED SEPARATELY, USING THE BOX INFORMATION ABOVE AND RECEIVED BY THE DUE DATE AND TIME.

E.   CLOSING DATE

Proposals must be submitted as referenced in Section A, Item 7 of this document on or before the closing date of **March 2, 2022 at 3:00 PM EDT (Local Time, College Park, MD)**, in the format set forth herein.

 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 Offerors 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 Offeror. 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 180 days following the closing date of this RFP. If an award is not made during that period, the proposal shall automatically extend for another 180 days, unless the Offeror gives specific written notice to the Procurement Officer at least 15 days before the expiration of the then current 180-day period. Proposals shall automatically renew for an additional 180 days until such time as an award is made or proper written notice is given to the University of Offeror's intent to withdraw its proposal. By submission of a proposal, Offeror 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 Offerors who are on record with the Procurement Officer as having received this RFP. All amendments shall become a part of this RFP.   Each offeror must acknowledge receipt of amendments, and the failure of an offeror to acknowledge any amendment shall not relieve the offeror of the responsibility for complying with the terms thereof.

I.   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 submit additional proposals in the exact format required herein.

J.   ECONOMY OF PREPARATION

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

K.   UNABLE TO PROPOSE

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

L.   PUBLIC INFORMATION ACT NOTICE

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

M.   TWO VOLUME PROPOSAL

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

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. <u>The technical volume shall not contain any price information. If such is included in the</u>

technical volume, it may not be evaluated by the financial evaluation committee. Volume I must contain the following sections:

a. CONTENTS AND FORMAT

i. Failure to include any of the items listed below may result in a determination by the Procurement Officer that the Proposer in not reasonably susceptible of being selected for award.

ii. Order of proposal: Compile the Technical Proposal in the order shown below, with tabs or equivalent to indicate different sections of the proposal.
- Section A-1 – Solicitation/Contract Form
- Table of Contents
- Functional Requirements Matrix (see Section C), the electronic copy of the Section C Matrix responses must be submitted in a Microsoft Word format.
- Additional Support Documentation (Any additional support documentation, required or otherwise provided) Acknowledgements of any Amendments issued Affidavits (see Section K):
- Bid/Proposal Affidavit
- Contract Affidavit
- Conflict of Interest Information, Affidavit and Disclosure
- Social Responsibility Information, Affidavit and Disclosure
- Certification Regarding Investment Activities in Iran

iii. The University may make a final determination regarding a proposal's acceptability solely on the basis of the proposal as submitted.

b. SPECIFICATIONS

Offerors 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 offeror shall not relieve the offeror of responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

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, reference Section C. Simple YES or NO responses to stated requirements are insufficient. Rather, the offeror must describe in detail how the proposed products and/or services meet or exceed the stated requirements. Additionally, the offeror must explain any exception or deviation from the requirements.

Proposals must be:
1. submitted in the format set forth herein,

2. made in the official name of the firm or individual under which Offeror's business is conducted (including the official business address),
3. signed by a person duly authorized to commit Offeror to the bid,
4. submitted in envelopes clearly marked with the assigned RFP number,
5. separated into independent Technical and Financial Proposal Volumes
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.
7. The Offeror must submit one (1) original (marked "original") and one (1) electronic copy of the technical volume.
    ▪ The volume which contain original documents, should be clearly identified as the **ORIGINAL Technical Volume** ▪ Technical Proposal must contain:

    > Offerors must complete all Items the Solicitation / Contract Form (Section A-1) of this document and include TWO signed originals as part of Offeror's Technical proposal, in the original Technical Volume. Failure to submit these signed documents may cause the Offeror's proposal to be rejected, at the sole discretion of the University.

2.   VOLUME II - FINANCIAL

This volume consists of and must contain the following items. Offerors 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.   PRICING SECTION

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

b.   FINANCIAL VIABILITY

The University reserves the right to require, during proposal evaluation, that the Offeror 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 Offeror financial responsibility.

c.   NOTICES INFORMATION

Offerors must complete Section G.6 and submit this information as part of their financial proposal.

N.   CANCELLATION OF THE RFP

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

O.   ORAL PRESENTATIONS/DEMONSTRATIONS

At the sole discretion of the Procurement Officer, short-listed Proposers may be invited to provide an oral presentation and product demonstration. Information provided during this phase will be used to supplement the prior evaluation of the written technical proposal and the final evaluation of technical capabilities will take into account both the written technical proposal and the oral presentation/product demonstrations.

1. The University reserves the right to waive the Oral Presentation/Product Demonstration, in which case the technical evaluation will be based on the written technical proposal submittal alone. Proposers are therefore encouraged to submit the best possible proposal at each opportunity for submittal

2. The due date and time of the oral presentation/product demonstration will be determined by the University upon evaluation completion of Technical Proposals. The actual date will be verified with the applicable Proposers at the time the presentation is requested. Refer to the Solicitation Schedule for tentative dates. Proposers are advised to set these dates aside so as to avoid a conflict

3. The oral presentation will be informal, as the University is not interested in a marketing presentation, rather, it will be a casual and informal format in which to view the Proposers presentations, etc.

4. The purpose of the oral presentation/product demonstration will be determined by the University.

5. Formal written instructions will be sent to each Proposer invited to provide an Oral Presentation. The criteria and format of the demonstration will be provided with the written request to conduct an oral presentation.

P.   SOLICITATION, PROPOSAL ACCEPTANCE, AWARD AND DISCUSSIONS

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

Discussions may be conducted with those Offerors who submit proposals initially judged by the

Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the proposals received without further discussions.

Q.   EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require Offeror to submit such additional information bearing upon Offeror'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 Offeror.

R.   ELECTRONIC FUNDS TRANSFER (EFT)

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: https://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/

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.

S. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

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

This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures, and 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".

T.   DEBRIEFING OF UNSUCCESSFUL PROPOSORS

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.

U.   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.

V. PERIOD OF PERFORMANCE

The period of performance for this referenced RFP shall be an implementation phase, a Three (3) year base period and two 12-month option years, following the implementation phase (currently estimated at 18 months). Each option period has the same deliverables as the base period and is *anticipated as the follows:*

Implementation: tentatively begins September 2022

Base Year: February 2024 to January 2027 (tentative depending on completion of implementation

Option Year 1: February 2027 to January 2028 (tentative depending on completion of implementation

Option Year 2: February 2028 to January 2029 (tentative depending on completion of implementation

W.   CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE AND NEGLECT

1.   Maryland Law requires persons who suspect child abuse or neglect to report it. Contractors must comply with the University System of Maryland Board of Regents VI.1.50 Policy on the Reporting of Suspected Child Abuse and Neglect. This Policy, available at http://president.umd.edu/policies/vi-150.html, is incorporated into the contract.

2.   The University reserves the right to terminate the Contract if the Contractor fails to comply with this policy or, if the University judges Contract Termination to be necessary to protect a child's safety or welfare.

X.   FIRM FIXED PRICED (FFP) CONTRACT

Under award of a resulting FFP contract, Contractor shall be paid only for any services 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.

Y.   SERVICES ORDERED AND DELIVERED

The Contractor is authorized to provide only those Services covered by the contract and specifically identified via orders placed by authorized individuals. If a review of orders placed by the Contractor reveals that Services other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Procurement Officer as a basis to terminate the contract and/or as a basis not to award the Contractor a subsequent contract/renewal. The Procurement Officer may take such steps as are necessary to have the items returned by the University, regardless of the time between the date of delivery and discovery of the violation. In such event, the Contractor shall reimburse the University the full purchase price.

Z.   COMMERCIAL NONDISCRIMINATION CLAUSE

A. "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the provision in §A of this regulation in all subcontracts to the State contract.

C. The following provision is mandatory for all State contracts: As a condition of entering into this Agreement, upon the request of the Maryland Commission on Human Relations, and only after the filing of a complaint against Contractor under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Con tractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

AA.   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.   University Data: University will provide Contractor access to University Data subject to the following terms and conditions:

      1.1 University grants Contractor 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 statement of work herein defined.

      1.2 The license granted to Contractor does not grant Contractor 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 Contractor 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 Contractor's obligations hereunder.

      1.4 Under no circumstances will Contractor disclose University Data, in whole or in part, to any person or entity except as authorized under this Contract.

      1.5 Contractor 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, III6.30A), as amended from time to time, and available on line respectively at http://www.usmh.usmd.edu/regents/bylaws/SectionIII/III630.html   and http://www.president.umd.edu/administration/policies/section-iii-academic-affairs/iii630a. These policies are hereby incorporated as part of this agreement.

      1.6 Contractor shall fully and promptly comply with regulations that may be promulgated by the State or Federal governments concerning the privacy of University Data that Contractor uses and accesses pursuant to this Contract.

      1.7 Contractor 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 Enterprise CRM Owner 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 Contractor has taken as of the date of the notice to remedy the breach. Contractor 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.   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 Contractor 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.

Section B – Pricing

Offerors are required to submit a Financial Proposal that provides detailed costs and cost justifications that correspond to the information submitted by the Offeror in the Technical Proposal.

No pricing information is to be included in the Technical Proposal. The Scope of Work is described in Section C of this document.

1. FINANCIAL PROPOSAL REQUIREMENTS

All Offerors must submit a Price Proposal that includes all direct cost associated with the implementation phase and each annual license/support renewal (both for the initial 3-year base period and the two optional renewals).

Proposals may also include pricing for additional services beyond the stated scope of work that the Offeror would like to make available to USMAI.

Section C – Description/Specifications/Scope of Work

1. BACKGROUND

Founded in 1856, University of Maryland, College Park (UMD or University) is the flagship institution in the University System of Maryland. As a member of the Association of American Universities (AAU) and the Big Ten Conference, UMD is consistently recognized as one of the nation's preeminent public research universities. The university is home to more than 37,000 students, 10,000 faculty and staff, 300 academic programs across 13 schools and colleges, and a $1.9B annual operating budget.

2. SCOPE OF WORK

USMAI seeks a long-term partner to provide the consortium and its 17 member libraries a library services platform (LSP) that is flexible, extensible, and forward-thinking in its architecture and design, allowing USMAI libraries to be increasingly user-centered. The selected solution will have the potential to facilitate academic libraries' evolving roles in institutional teaching, learning, and research. The system will replace the current Aleph ILS and will provide staff facing functionality to support library and consortium operations, as well as a patron-facing discovery interface with delivery features.

It is USMAI's goal that this new long-term partnership and solution will advance the following outcomes:

- Improve the user's discovery to delivery experience
- Position USMAI for future strategic changes, partnerships, and initiatives
- Optimize library staff efficiency and effectiveness

To achieve these outcomes, USMAI expects that the solution will possess the following characteristics:
- Demonstrates high availability, reliability, flexibility, and interoperability to meet the always-on, evolving demands of the 21st century academic library
- Prioritizes a high-quality user experience
- Balances the autonomy of independent management by each library with the efficiency of centralized consortium management where desired
- Integrates print, electronic, and digital resource management for both licensed and open access resources
- Maintains a high level of performance under increased demand/usage
- Minimizes maintenance and administration overhead
- Complies with modern security and privacy standards
- Complies with accessibility standards and best practices
- Provides a flexible configuration that accommodates the variety of libraries and collections represented within USMAI
- Supports integration with other campus and library systems

- Includes an extensible platform that allows customization by USMAI staff and individual institutions
- Employs a development process that is responsive to user input

At a minimum, proposed solutions must allow USMAI to accomplish the following objectives:

- Continue the core library operations of acquisitions, cataloging, and circulation currently managed through Aleph
- Continue core consortia programs for resource sharing, consortium-wide discovery, centralized systems support, and shared print retention
- Incorporate e-resources management (ERM)
- Enable self-service reporting and analytics

Proposed solutions must also address the ongoing development, maintenance, and support of the solution. USMAI recognizes that the landscape of library systems and the expectations of libraries' higher education stakeholders are constantly evolving. Proposed solutions must demonstrate commitment to continued investment and innovation in order to respond to the needs of academic libraries and consortia in an evolving higher education context. As part of this, USMAI also expects high-quality customer service for itself and its member libraries that includes current, comprehensive, and accurate documentation; incident management; service request support; consultative services; and sustained training opportunities.

Additionally, proposals must provide a plan which outlines a seamless migration from USMAI's existing systems to the proposed next-generation solution, with minimal impact on user services. This plan must include support for planning, data migration with minimal data loss, training, testing, system configuration, system integrations, and go-live preparations.

The Functional Requirements Matrix Form below details the mandatory and highly desired needs of USMAI and its member libraries. At a minimum, the vendor is expected to provide solutions and services for all mandatory requirements. Vendors must also complete the attached accessibility checklist (Attachment C).

Tasks/Deliverables:
The project shall consist of the following phases:

- Initial Planning and Discovery
- Pre-Migration Planning and Testing
- Migration
- System Setup and Configuration
- Pre-production Preparation, including training
- Post-Migration Testing and Acceptance
- Ongoing Post-Migration Support

3. FUNCTIONAL REQUIREMENTS MATRIX

A. INSTRUCTIONS

Offerors are to provide information requested for their proposal in the following matrix.

- In the Offeror's Technical response, the   Offeror shall fill out the column <mark>YELLOW</mark> "Respondent Comments" highlighted in   . The Respondent Comments correspond with the second half of the Priority Codes as follows:
  - /E (Explain) - explain how the Offeror's proposal meets the requirement.
  - /C (Confirm) – confirm the Offeror's proposal meets the requirement.
- If additional space is required for attachments, etc., provide that information in the appropriate space in the matrix (ie. see Attachment I etc) and the attachment is to refer to section in the matrix to which it applies.
- The electronic copy of the Section C Matrix responses must be submitted in a Microsoft Word format.

Priority Codes: M =
Mandatory
HD = Highly Desirable
/E = Offeror must explain how their system meets this requirement. (ie:
M/E)
/C = Offeror must Confirm agreement to this requirement (ie: M/C)

B. FUNCTIONAL REQUIREMENTS MATRIX FORM

The offeror must submit the Matrix form completing all sections and following the form's instructions. Include any additional documentation required as an attachment to this form. Clearly label all corresponding attachments with the corresponding item number, i.e.-4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, etc.

Functional Requirements Matrix Form					
#	Category	Subcategory	Requirement	M / HD	C/E
1.01	System	General	The vendor shall maintain a roadmap or statement identifying future product enhancement goals, milestones, timeline, and update release schedule.	M	C

1.02	System	Security	The vendor shall maintain, and provide upon request, copies of its information security policies that cover the following elements: 1. Data classification and privacy 2. Security training and awareness 3. Systems administration, patching and configuration 4. Application development and code review 5. Incident response 6. Workstation management, mobile devices and antivirus 7. Backups, disaster recovery and business continuity 8. Regular audits and testing 9. Requirements for third-party business partners and contractors 10. Compliance with information security or privacy laws, rules, regulations or standards 11. Any other information security policies	M	C
1.03	System	Security	Vendor must provide a high-level diagram of the physical architecture of Data Centers/Networks (as it relates to the hosted solution) showing firewalls, DMZ, servers (application and database), storage devices and redundancies in the architecture.	M	E
1.04	System	Security	System must use at least 128-bit encryption and SSL for communications.	M	C
1.05	System	Security	The vendor shall follow industry best practices for regular data and system backups and backup storage. Provide an overview of such practices for the system.	M	E
1.06	System	Security	The vendor shall not store any USMAI data outside of the United States without written consent.	M	C
1.07	System	Security	Vendor must submit a completed HECVAT, using the "full" version of the EDUCAUSE assessment.	M	C/E

1.08	System	Security	The Vendor shall allow USMAI, upon reasonable notice, to perform security assessments or audits of systems that handle or support PII. Such an assessment shall be conducted by an independent third party agreed upon by the Vendor and USMAI, and at USMAI's own expense, provided that the Vendor cooperates with any such assessment/audit and shall, at its own expense, provide all necessary support, personnel and information needed to ensure the successful completion of the assessments or audits.	M	C
1.09	System	Security	The vendor shall conform to industry best practice regarding data security, especially those that safeguard personal information like PII. Describe the system's compliance with relevant standards and best practices and provide details on any completed IT audits.	M	E
1.10	System	Security	The vendor shall utilize a third-party provider that is a recognized and trusted authority in the industry to generate any certificates that are used for authentication between two parties (e.g., Vendor and USMAI or Vendor and any other party).	M	C
1.11	System	Security	The vendor shall be able to provide, upon request, a current and complete list of all subcontractors used by vendor.	M	C/E
1.12	System	Security	The vendor shall maintain compliance with all pertinent and relevant data breach laws and regulations.	M	C
1.13	System	Security	The vendor shall implement audit logs for all vendor systems that handle PII. All attempted violations of System security must generate an audit log. Audit logs must be secured against unauthorized access or modification.	HD	C

1.14	System	Security	System must use secure transit protocols such as SSH Public Key Authentication, SFTP, and HTTPS. (Describe the encryption and other measures used to store and secure confidential data)	M	C/E
1.15	System	Security	USMAI shall have the right to view all incident response evidence, reports, communications and related materials upon request.	M	C
1.16	System	Security	The vendor shall have DDOS (Distributed Denial of Service) protection in place. (Please provide a brief description of your DDOS protocols. If there is no DDOS protection, what other compensating security controls are in-place to provide the protection?)	HD	C/E
1.17	System	Security	All security-related patches shall be installed on Systems within 24 hours of their release. Vendor will maintain a testing lab in order to support this.	HD	C
1.18	System	Security	Vendor shall provide a recent, independent, third-party control assessment report. Examples of acceptable control assessment reports include (but are not limited to): AICPA SOC2/Type2, PCI Security Standards, ISO 27001/2 Certification, FedRAMP	HD	C/E

1.19	Systems	Security	If the Vendor maintains its own identity management system for its staff, the system shall: 1. Enforce a one user, one account policy in which shared/group accounts and duplicate accounts are not permitted 2. Be free of testing, development and non-production accounts. 3. Maintain accurate legal name, address, phone number information for all users who are permitted to access PII, and upon request from USMAI, produce lists of users who will have access to PII. 4. Enforce a strong password policy of eight characters minimum, with mixed case and at least one number or special character. 5. Store all passwords in nonreversible one-way cryptographic hash. 6. Log all successful and failed authentication attempts, including date, time, IP address, and username. 7. Offer a secure password reset feature, including verification of identity, email or text notification and a one-time-use password link that expires after 24 hours. 8. Automatically de-provision accounts for terminated employees of Vendor and USMAI. 9. Temporarily lock accounts with repeated failed login attempts and provide support to affected users. 10. Keep accurate attributes and group structures that support authorization.	HD	C

1.20	System	Privacy	The system shall maintain personal and financial information securely and comply with HIPAA, FERPA, and GDPR requirements "at rest" and "in transit." Please describe how the system achieves this level of security and compliance. Describe whether the consortium or member libraries can opt out of cookie storage for users in order to disable any pop-ups asking for consent, and if opting out is an option, what functionality would be lost by not saving user cookies.	M	C/E
1.21	System	Privacy	The vendor shall not distribute, repurpose or share data across other applications, environments, or business units of the vendor without the express, written permission of USMAI.	M	C
1.22	System	Privacy	The vendor shall maintain a plan that protects USMAI data in the event of the company's divestiture of this product and/or company acquisition or merger with a third party.	M	C
1.23	System	Privacy	The vendor shall maintain all copies or reproductions of PII with the same security it maintains the originals.	M	C
1.24	System	Privacy	The vendor shall destroy any PII, making it unusable and unrecoverable, at the point in which the data is no longer useful for its primary or retention purposes, as specified by USMAI.	M	C

1.25	System	Privacy	The vendor shall provide USMAI with prompt written notice of any requests, by law enforcement or regulatory agencies, to disclose PII, so that USMAI may seek an appropriate protective order or other remedy. If a remedy acceptable to USMAI is not obtained by the date that the Vendor must comply with the request, the vendor will furnish only that portion of the PII that it is legally required to furnish, and the vendor shall require any recipient of the PII to exercise	M	C/E
			commercially reasonable efforts to keep the PII private.		
1.26	System	Privacy	The Vendor shall keep private keys confidential, implement key lifecycle management, and protect all keys in storage or in transit.	M	C
1.27	System	Privacy	The Vendor shall choose keys randomly from the entire key space and ensure that encryption keys allow for retrieval for administrative or forensic use.	M	C
1.28	System	Privacy	Vendor shall collect only the minimum staff and patron user data necessary to provide system functionality and standard analytics.	M	C

1.29	System	Privacy	The system shall encrypt all patron user data when in transit, using industry standard best practices.	M	C
1.30	System	Privacy	The system shall allow for data retention customization to match state and/or institutional policies.	M	C
1.31	System	Privacy	The vendor shall maintain and make available a current data retention policy, as it pertains to all user generated data.	M	C
1.32	System	Privacy	The vendor shall maintain and make available a current privacy policy, notifying USMAI of any updates made to the policy.	M	C
1.33	System	Privacy	The vendor shall comply with PCIDSS standard for processing of payment data. As evidence of compliance, the Vendor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor). *In the event that vendor relies upon a third party to provide payment gateway functionality, vendor shall provide the third-party's current attestation of compliance signed by a PCI QSA, or vendor shall provide contact information for the third-party.	M	C/E
1.34	System	Privacy	The system shall provide a process to anonymize patron data and activity.	M	C/E
1.35	System	Privacy	The vendor shall limit the use of user transactions and location data to their own use, not sharing user data with any third-parties, such as analytics tools, publishers, or any other organization.	HD	C/E

1.36	System	Development	The vendor shall respond to and resolve security-related bug reports, inquiries and incidents in a timely and professional manner. The Vendor must notify USMAI within 24 hours of when Vendor becomes aware of any such incident that poses a potential risk to USMAI data.	M	C
1.37	System	Development	The vendor shall have a comprehensive secure system development lifecycle in place consistent with industry standard best practices, including policies, training, audits, testing, emergency updates, proactive management, and regular updates to the secure system development lifecycle itself.	M	C/E
1.38	System	Development	The vendor shall review and test all application code for security weaknesses and backdoors prior to deployment with USMAI. All high risk findings and exploitable vulnerabilities must be resolved before USMAI data is loaded into the system. A development manager of Vendor must certify in writing to USMAI that a security review has been conducted and that all risks are acceptable before every release. For further information please refer to National Institute of Standards and Technology ("NIST") Special Publication 800-64 Revision 2.	HD	C
1.39	System	Systems	The vendor shall maintain a disaster recovery and business continuity strategy.	M	C
1.40	System	Systems	The system shall support rollback to previously-known good states, in the event of data loss or disruption. (Describe the level of effort and amount of possible system downtime involved in a rollback.)	M	C/E

1.41	System	Systems	The system shall provide an accessible audit trail for authorized staff, possibly through the reporting system, showing any changes made to the following records and transactions: patron records, catalog records, acquisitions records; interactions of patrons and library materials, including financial transactions and borrowing and returning of items, as well as notification history; interactions of staff users and library materials, including status changes, and transit time/staff/date stamps. Recorded changes must show when the change was made and by whom.	M	C
1.42	System	Systems	The vendor shall provide and maintain a fully-functional test environment, such that each institution has access to its own instance of the test environment. The test environment is not merely to assist with migration, but must persist when all migration activities are complete.	M	C/E
1.43	System	Systems	The system shall support patron smart card technologies including, but not limited to, RFID and NFC.	M	C/E
1.44	System	Systems	The system shall either include a link resolver or have the Open URL protocol currently established to support link resolution functions with third-party systems. (Describe the solution's link resolver. Is it Open URL compliant? If the solution does not offer a link resolver, list all third-party systems with which the solution has the Open URL protocol currently established to support link resolution functions, including EBSCO Full Text Finder, Web Bridge, 360Link, and SFX.)	M	C/E

1.45	System	Systems	The vendor shall notify and consult with USMAI for any planned interruptions in service, with the exception of emergency security updates.	M	C
1.46	System	Systems	The vendor shall notify the consortium within 24 hours of any unintended product or service interruption or degradation of service.	M	C
1.47	System	Systems	The system shall allow for extensions developed by third-party vendors or customers. (Describe how you work with third-party vendors, outside developers, and customers to extend the functionality of the solution. How open is the solution to local custom programming for middleware? Does the solution use open standards and programming languages? Describe how upgrades may impact extensions developed by third-party vendors or customers.)	HD	C/E

1.48	System	Systems	The system shall be available and fully functional 24x7x365, unless otherwise agreed upon in writing with USMAI.	HD	C
1.49	System	Systems	The system shall require only a web browser for use by staff and patron users. System should support all widely-used web browsers.	M	C
1.50	System	Systems	The staff and patron user interfaces shall be responsive across devices of various sizes.	M	C
1.51	System	Systems	The system shall be accessible using multiple operating systems. Specify any functional limitations that might exist for particular operating systems	HD	C/E

1.52	System	Integrations /Interoperability	The system shall provide a documented set of APIs and/or web services. (Describe the API architecture and relevant security measures that are in place, e.g. RESTful design and use of other industry standards such as JSON, XML, etc. Include any restrictions or limitations on the use of these APIs and tools. Describe the support (including documentation and online forums) provided for APIs and web services that enable the client to integrate and extend system functionality. Is there an additional charge for these services?)	M	C/E
1.53	System	Integrations /Interoperability	For member libraries that utilize the system's internal identity data store, the system shall function as an identity provider for EZproxy authentication.	M	C/E
1.54	System	Integrations /Interoperability	System must allow integration with the campus administration systems of each participating institution for loading and maintaining patron records. For example, Banner, PeopleSoft, Jenzabar, Workday, and Oracle.	M	C/E
1.55	System	Integrations /Interoperability	System must allow integration with the campus financial systems used at each participating institution for ordering, invoicing, payment of library bills, etc. For example, Kuali Financial Systems (KFS), Millennium FAST, Workday, and PeopleSoft.	M	C/E
1.56	System	Integrations /Interoperability	The system shall support full vendor records that include account numbers, contact information, notes and EDI transmission details.	M	C/E

1.57	System	Integrations /Interoperability	System must support Learning Tools Interoperability (LTI) for integration with multiple different Learning Management Systems. (List all Learning Management Systems known to be compatible with system.)	M	C/E
1.58	System	Integrations /Interoperability	The system shall integrate with course reserves management systems provided by other vendors. (List vendor name, product, scope of integration, and protocol(s) used.)	HD	C/E
1.59	System	Integrations /Interoperability	The system shall support a payment gateway compatible with institutional financial systems and that will support an e-commerce system that allows for the real-time payment of fines.	HD	C/E
1.60	System	Integrations /Interoperability	System has the Standard Interchange Protocol 2.0 (SIP2) or NISO Circulation Interchange Protocol (NCIP- NCIP I and NCIP II) currently established for RFID, self-checkout functions, and to facilitate inventory checks. (List all third-party systems, and systems for which the solution uses a different protocol if applicable. Include the vendor name, product, scope of integration, limitations of integration, and protocol(s) used.)	M	C/E
1.61	System	Integrations /Interoperability	System has the NISO Circulation Interchange Protocol (NCIP, NCIP I or NCIP II) currently established for consortia borrowing functions and resource sharing. (Include the vendor name, product, scope of integration, limitations of integration, and protocol(s) used.)	M	C/E

1.62	System	Integrations /Interoperability	The system shall support resource sharing integrations with member libraries' resource sharing systems and other collection software, such as for digital repositories or archival collections. Protocols might include OAI-PMH, REST or SOAP API services, Z39.50, etc. (Include the vendor name, product, scope of integration, limitations of integration, and protocol(s) used.)	M	C/E
1.63	System	Staff User Interface	The system shall be capable of allowing input from a barcode scanner.	M	C
1.64	System	Staff User Interface	The system shall provide keyboard shortcuts for common actions.	M	C/E
1.65	System	Staff User Interface	The system shall support the use of macros/automated routines, either via internal mechanism or external software.	HD	C/E
1.66	System	Staff User Interface	The system shall allow staff users to map their own shortcuts.	HD	C/E
1.67	System	Staff User Interface	The system shall allow at least two bibliographic records to be viewed simultaneously.	M	C
1.68	System	Staff User Interface	The system shall provide a visual display of the connections between order, item, bibliographic, holdings, and other similar records.	M	C/E
1.69	System	Staff User Interface	The system must support navigation and editing entirely with the keyboard.	M	C
1.70	System	Staff User Interface	The system shall display records, and access imported records immediately or with minimal delays	M	C/E
1.71	System	Staff User Interface	The system shall support the ability for staff users to enable customizable alert notifications for workflow tasks and assignments.	M	C/E

1.72	System	Staff User Interface	The system shall provide dashboards and widgets that display automatically updated information that can be shared between member libraries, customized at the consortial level and individual campus levels, and view only.	HD	C/E
1.73	System	Staff User Interface	The system shall make it easy to navigate between search input, search results, and records.	HD	C/E
1.74	System	Staff User Interface	The system shall allow any drop-down fields to be filled by typing an available value.	HD	C
1.75	System	Staff User Interface	The system shall provide a way to view the contents of all associated records simultaneously (bibliographic, holdings, items).	HD	C/E
1.76	System	Staff User Interface	The system shall allow records to be moved by dragging and dropping.	HD	C/E
1.77	System	Staff User Interface	The system shall display linked MARC fields next to each other, with an indication that they are linked.	HD	C/E
1.78	System	Staff User Interface	The system shall support the creation and storing of record templates for use in creating and editing catalog records, including specifying default elements, fields, subfields, and values stored in these templates.	HD	C
1.79	System	Staff User Interface	The system shall be able to display numbered volumes and copies in numerical order within holdings locations, in both the staff user and patron user interfaces.	HD	C
1.80	System	Staff User Interface	The system shall allow viewing and editing the bibliographic and holdings records from the acquisitions workflow.	HD	C

2.01	Migration		The vendor shall coordinate with USMAI the production cutover (a.k.a. "go-live") timing.	M	C/E

2.02	Migration		The vendor shall minimize the length of time for which the systems (old and new) are down or otherwise unavailable for normal operation during the migration.	M	C/E
2.03	Migration		The vendor shall assist USMAI and member libraries with configuring the system to optimize workflows.	M	C/E
2.04	Migration		The vendor shall ensure that all data required to maintain library operations is migrated to the new system.	M	C/E
2.05	Migration		The vendor shall migrate data from USMAI's current Aleph ILS.	M	C
2.06	Migration		The vendor shall migrate data from individual member libraries' ERM systems and/or prepared structured data (e.g. CSV, spreadsheet, etc.).	HD	C/E
2.07	Migration		The vendor's migration plan shall minimize the need for manual data entry	M	C/E
2.08	Migration		The vendor shall work with USMAI to resolve any complex data migration issues such as transferring member library-specific information.	M	C/E
2.09	Migration		The vendor shall assist USMAI with identifying areas for data cleanup	M	C/E
2.10	Migration		The vendor shall provide sufficient opportunity for USMAI to clean up data issues and adjust data migration decisions.	M	C/E
2.11	Migration		The vendor shall provide reports to assist with identifying and fixing migration errors	M	C/E
2.12	Migration		The vendor shall preserve member library-specific information as part of the migration.	M	C/E
2.13	Migration		The vendor shall preserve MARC format catalog records from the current catalog as backup for at least one year after go-live.	HD	C

2.14	Migration		The vendor shall provide training, and documentation for all parts of system migration and implementation to include: premigration and cleanup, migration, product use, reporting, system administration and significant updates.	M	C/E
2.15	Migration		The vendor shall provide material for marketing the new product to patron users.	HD	C/E
3.01	Support	General	The vendor shall provide comprehensive training modalities that meet various learning styles and accessibility needs.	M	C/E
3.02	Support	General	The vendor shall include training for all elements of the system.	M	C
3.03	Support	General	The vendor shall provide a mechanism for USMAI and its member libraries to request enhancements.	M	C/E
3.04	Support	General	The vendor shall support a community user group to discuss issues, share workflows, and opportunities for collaboration	M	C/E
3.05	Support	General	The vendor shall provide a mechanism for USMAI and its member libraries to share usability test findings and request enhancements OR the vendor shall identify how they conduct testing with users and whether testing proactively recruits users (a) with disabilities, (b) with a wide range of needs, habits, and skills and (c) from marginalized groups.	HD	C/E
3.06	Support	Documentation	The vendor shall provide clear and complete documentation on all procedures, workflows, customization options, supported system integrations.	M	C/E
3.07	Support	Documentation	The vendor shall provide the documentation in a manner suitable for customizing content for the needs of member libraries.	M	C/E

3.08	Support	Documentation	The vendor shall provide documentation for system updates by time of release.	M	C
3.09	Support	Problem reporting	The vendor shall provide a method to report problems, bugs, and regressions that allows member libraries and the consortium to track responses.	M	C
3.10	Support	Problem reporting	The vendor shall provide a response to requests for technical support within one business day.	HD	C/E
3.11	Support	Problem reporting	The vendor shall provide a mechanism to prioritize critical problems and a process for escalating support requests.	M	C/E
4.01	Consortial Functionality		The system shall provide a consortium-wide resource sharing solution that handles the requesting, borrowing, lending, and returning of library materials within the consortium.	M	C/E
4.02	Consortial Functionality		The system shall provide the ability for patron users to search for and discover resources across the collective holdings of USMAI's libraries (i.e. a union catalog).	M	C/E
4.03	Consortial Functionality		The system shall support the management of consortia provided e-resources.	M	C/E
4.04	Consortial Functionality		The system shall allow consortium to perform actions on behalf of member libraries in order to maximize efficiency.	M	C/E
4.05	Consortial Functionality		The system shall enable the consortium to manage configurations at the consortial level and distribute these configurations to the member libraries.	HD	C/E

4.06	Consortia l Functionality		The system shall offer workflows that can be integrated across institutions to avoid repetitive data management.	HD	C/E
4.07	Consortia l Functionality		The system shall support cooperative collection development in a shared environment through access to common files of holdings, pre-order materials and receipt records.	HD	C/E
4.08	Consortia l Functionality		The system shall allow staff users to enter member library-specific information in all catalog records.	M	C/E
4.09	Consortia l Functionality		The system shall allow staff users to view local items and items from other member libraries.	M	C
4.10	Consortia l Functionality		The system shall allow staff users to see other member libraries' catalog records in the staff user interface (in read-only mode).	HD	C
4.11	Consortia l Functionality		The system shall prevent member libraries from editing other member libraries' local data in bibliographic records.	HD	C
5.01	Access Services	Circulation	The system shall allow each member library to create its own local circulation policies based on patron and item attributes, including allowing or not allowing a location and/or collection to be requestable, loanable or eligible for ILL.	M	C/E
5.02	Access Services	Circulation	The system shall allow staff users to place manual patron blocks at local and global level for selected collection and item types.	M	C/E
5.03	Access Services	Circulation	The system shall allow for automated patron blocks at consortial and local levels based on circulation policies.	M	C

5.04	Access Services	Circulation	The system shall allow authorized staff users to override default system conditions. (e.g. loans and due dates when patron user or collection conditions would not allow loans/renewals by default.)	M	C/E
5.05	Access Services	Circulation	The system shall allow staff users to create quick item records for uncatalogued items.	M	C

5.06	Access Services	Circulation	The system shall allow staff users to back-date returns of items	M	C
5.07	Access Services	Circulation	The system shall allow staff users to designate system closed dates/times and adjust processes/actions accordingly (including but not limited to: No due dates on closed dates, no fines accrued on closed dates, no holds expire on closed dates, any system automation that takes days passed into account should not consider closed dates as time elapsed)	M	C/E
5.08	Access Services	Circulation	The system shall allow staff users to manually change the due date during or after loaning an item (in bulk or individually)	M	C/E
5.09	Access Services	Circulation	The system shall support the loaning and returning of multi-piece items sharing a single barcode (like a list of items to look for)	M	C/E
5.10	Access Services	Circulation	The system shall provide the ability to record, report, and view details of member library's circulation transactions such as location, time, staff user, patron user, and items, both locally and consortial.	M	C/E
5.11	Access Services	Circulation	The system shall provide the ability for staff users to create templates or customize pre-programmed templates (e.g., patron account creation templates, paging slips, hold shelf slips, in-transit slips, book bands etc.) to fit both local and consortial needs.	M	C/E

5.12	Access Services	Circulation	The system shall provide the ability to circulate an item to a patron user even if the item record or patron user account is being edited by a staff user.	M	C/E
5.13	Access Services	Circulation	The system shall allow member libraries to define fields which are protected from being overwritten by regularly scheduled patron loads from external systems	M	C/E
5.14	Access Services	Circulation	The system shall notify staff users of exceptional statuses upon loan and check in of returned items (e.g., holds, recalls, course reserves, etc.)	M	C
5.15	Access Services	Circulation	The system shall perform offline circulation transactions when the network is down and reconcile information once the network is operational again	M	C/E
5.16	Access Services	Circulation	The system shall permit items to be recalled by patron users and/or staff users according to local and consortial policies and staff user configuration.	M	C/E
5.17	Access Services	Circulation	The system shall provide customizable functionality to support patron users claiming to have returned items and staff users in reviewing those claims.	M	C/E
5.18	Access Services	Circulation	The system shall provide customizable renewal functionality (including system-generated or automated renewals, staff-initiated renewals, and patron-initiated renewals, and related notifications).	M	C/E
5.19	Access Services	Circulation	The system shall generate lists of items requested by patron users on demand and at scheduled times.	M	C
5.20	Access Services	Circulation	The system shall allow staff users to record in-house use data (items used within libraries but not checked out to a patron user).	M	C

5.21	Access Services	Circulation	The system shall allow display of item and patron user transaction histories, showing date, time, and staff user involved with all transactions	M	C
5.22	Access Services	Notifications	The system shall allow email and text (SMS) notifications to be sent to patron users.	M	C
5.23	Access Services	Notifications	The system shall provide patron user notifications that are compliant with state and local privacy policies.	M	C/E
5.24	Access Services	Notifications	The system shall provide a mechanism to purge historical patron user notifications in compliance with state and institutional retention policies.	M	C/E

5.25	Access Services	Notifications	The system shall allow member libraries to customize the text of all notification templates. Describe configuration options.	M	C/E
5.26	Access Services	Notifications	The system shall allow notifications to patron users to be triggered by item changes (including but not limited to, status changes, item process changes, availability, request fulfillment, updated hold expiration date)	M	C/E
5.27	Access Services	Notifications	The system shall generate email receipts for returning items.	M	C
5.28	Access Services	Notifications	The system shall provide the ability for staff users to print out any transaction data displayed to staff users as a receipt.	M	C
5.29	Access Services	Notifications	The system shall allow staff users to use a template to communicate with patron users from the patron or item record.	M	C
5.30	Access Services	Notifications	The system shall allow overdue notices to be sent at regular intervals (e.g., -x days, +10, 30, 60, 90 days) that can be customized by the consortium and/or member libraries.	M	C/E
5.31	Access Services	Notifications	The system shall permit staff users to view notification generation history.	M	C

5.32	Access Services	Notifications	The system shall permit staff users to be notified of notification delivery failures.	M	C
5.33	Access Services	Notifications	The system shall allow patron users to customize their return receipt preferences.	HD	C
5.34	Access Services	Notifications	The system shall provide multiple notification address options	HD	C
5.35	Access Services	Notifications	The system shall allow patron users to customize their notification preferences.	HD	C
5.36	Access Services	Patron User Management	The system shall provide the ability to add internal notes to patron records both locally and consortial	M	C
5.37	Access Services	Patron User Management	The system shall allow manual creation and editing (including	M	C/E
			deletion) of patron records by staff users.		
5.38	Access Services	Patron User Management	The system shall support users with multiple statuses and affiliations, with respect to authentication, permissions assigned to their account, and access to their account information. For example, a patron user taking classes at multiple institutions; a patron user who is both a student and an instructor at the same institution; and a staff user at one institution who is taking classes at another institution. Describe how the system manages all user statuses and permissions.	M	C/E
5.39	Access Services	Patron User Management	The system shall allow authorized staff users to manually add/edit/delete charges to patron accounts.	M	C
5.40	Access Services	Patron User Management	The system shall record staff user name and date/time stamp to notes added to user accounts	M	C

5.41	Access Services	Patron User Management	The system shall allow patron ID photos in patron records.	HD	C
5.42	Access Services	Patron User Management	The system shall allow patron users to designate a proxy or alternate user who can request and/or pick up items on their behalf.	M	C
5.43	Access Services	Patron User Management	The system shall not make the gender field mandatory in the patron record.	HD	C/E
5.44	Access Services	Patron User Management	The system shall accommodate preferred first and last names in addition to, or as replacements for, given names.	HD	C/E
5.45	Access Services	Patron User Management	The system shall allow for special characters in the first and last name fields, including diacritical marks, spaces, and hyphens, and has a minimum character count for first and last name equal to 1.	HD	C/E
5.46	Access Services	Patron User Management	The system shall allow patron users to modify selected account information fields, for example email address, phone number.	HD	C/E
5.47	Access Services	Patron User Management	The system shall allow member libraries to import or manually assign information about patron users by categories such as major, academic department, internal library department, and home library or campus.	HD	C/E
5.48	Access Services	Course Reserves	The system shall clearly indicate the real time availability of items on course reserves.	M	C
5.49	Access Services	Course Reserves	The system shall allow the management of electronic course reserves.	HD	C/E
5.50	Access Services	Course Reserves	The system shall allow staff users to make short-term, reversible changes in circulation and billing policies for items placed on reserve.	M	C/E
5.51	Access Services	Course Reserves	The system shall provide persistent URLs to items in course reserves.	M	C

5.52	Access Services	Course Reserves	The system shall allow an item to be on reserve for multiple courses simultaneously.	M	C
5.53	Access Services	Course Reserves	The system shall allow member libraries to block items on course reserves from being recalled or requested.	M	C
5.54	Access Services	Course Reserves	The system shall enable searchable lists of locally-held items on course reserves.	HD	C
5.55	Access Services	Course Reserves	The system shall allow staff users to reactivate archived course reserves information.	HD	C
5.56	Access Services	Course Reserves	The system shall allow member libraries to manage wait lists and/or holds for course reserves items including any available communication to patrons.	HD	C/E
5.57	Access Services	Course Reserves	The system shall collect course reserves transactional history of library-owned items.	HD	C/E

5.58	Access Services	Course Reserves	The system shall allow options from the item record in the discovery layer for instructors to request items be put on reserve.	HD	C/E
5.59	Access Services	Stacks Maintenance	The system shall provide a field or note field for estimated, shelving linear measurement on approved acquisitions purchases.	HD	C
5.60	Access Services	Stacks Maintenance	The system shall allow comparison of inventory to other data sources (HathiTrust, Google Scholar).	HD	C/E
5.61	Access Services	Resource Sharing & ILL	The system shall provide the ability to adjust the supplying library after a request has been placed for items held in multiple locations.	M	C/E
5.62	Access Services	Resource Sharing & ILL	The system shall support load leveling/balancing of request volume across member libraries. Describe how load leveling/balancing works and any available configuration options.	M	C/E

5.63	Access Services	Resource Sharing & ILL	The system shall allow the consortium to configure supplier priority when multiple locations hold the requested item. Describe configuration options, and how supplier prioritization interacts with load leveling/balancing.	M	C/E
5.64	Access Services	Resource Sharing & ILL	The system shall permit member libraries to customize request expiration times for their patron users.	M	C
5.65	Access Services	Resource Sharing & ILL	The system shall permit staff users to adjust individual request expiration times.	M	C
5.66	Access Services	Resource Sharing & ILL	The system shall move unfilled requests from one location to other member libraries according to consortium policies.	M	C
5.67	Access Services	Resource Sharing & ILL	The system shall permit staff users to reprint hold slips with real time updated expiration dates.	M	C
5.68	Access Services	Resource Sharing & ILL	The system shall allow patron users to specify their preferred pickup location and/or delivery option.	M	C

5.69	Access Services	Resource Sharing & ILL	The system shall allow member libraries to enable automatic transfer of requests to their ILL systems for requests that could not be filled within the consortium.	HD	C/E
5.70	Access Services	Resource Sharing & ILL	The system shall allow patron users to manually adjust pick-up location and/or delivery option after request is placed and before item is in-transit.	HD	C
5.71	Access Services	Resource Sharing & ILL	The system shall permit member libraries' staff users to configure request limits such as how many requests can be placed on an item, how many requests can a patron have, or how long can an item be on the request shelf.	HD	C/E
5.72	Access Services	Resource Sharing & ILL	The system shall manage exceptional holds such as multi-volume sets or items on order.	HD	C/E

5.73	Access Services	Booking	The system shall allow online bookings of spaces and equipment by patron and staff users.	M	C
5.74	Access Services	Booking	The system shall allow member libraries to customize booking policies.	M	C/E
5.75	Access Services	Booking	The system shall allow staff and patron users to edit reservation dates.	M	C
5.76	Access Services	Booking	The system shall allow staff and patron users to view real-time availability of equipment and spaces.	M	C
5.77	Access Services	Booking	The system shall allow staff users to suppress/hide equipment records from patron users.	M	C/E
5.78	Access Services	Booking	The system shall allow staff users to recall equipment from patron users who have equipment checked out.	M	C
5.79	Access Services	Booking	The system shall manage wait lists and/or holds for equipment including any notifications to patron users.	HD	C/E
5.80	Access Services	Booking	The system shall allow member libraries to customize padding time between booking.	HD	C/E
5.81	Access Services	Booking	The system shall allow staff users to build custom booking forms.	HD	C/E

6.01	Acquisitions		The system shall support a hierarchical fund structure that provides the ability to group and report on funds for each member library.	M	C/E
6.02	Acquisitions		The system shall impose no limits on the number of funds for each member library.	M	C
6.03	Acquisitions		The system shall update and display fund balances in real time (including encumbrances and expenditures) for each member library.	M	C/E

6.04	Acquisitions		The system shall allow authorized staff users to adjust the amount of funds (add new money, transfer money from one fund to another) at any time during the fiscal cycle for each individual institution.	M	C/E
6.05	Acquisitions		The system shall allow allocation of invoices into multiple funds/budget lines.	M	C
6.06	Acquisitions		The system shall only allow staff users to see fund information from their own member library.	M	C
6.07	Acquisitions		The system shall maintain acquisition history and financial data when funds are deactivated.	M	C
6.08	Acquisitions		The system shall facilitate the closing of a budget at the end of a fiscal cycle with options to rollover amounts and encumbrances to the next cycle for each member library.	M	C/E
6.09	Acquisitions		The system shall permit multiple accounts for a single vendor.	M	C/E
6.10	Acquisitions		The system shall access a central database of vendors to minimize the rekeying of common vendor information (e.g., addresses, global contacts).	M	C
6.11	Acquisitions		The system shall permit individual institutions to manage local vendor information.	M	C
6.12	Acquisitions		The system shall manage consortial vendor agreements (e.g. group discounts).	M	C
6.13	Acquisitions		The system shall allow authorized staff users to add notes concerning vendors or specific invoices that are visible to their own member library only and not visible to staff users at other member libraries.	M	C
6.14	Acquisitions		The system shall ingest order files generated in other vendor systems.	M	C

6.15	Acquisitions		The system shall allow for manual entry of orders where a vendor cannot support EDI.	M	C
6.16	Acquisitions		The system shall reflect order status information in real-time and display current status in staff user and patron user interfaces, if desired.	M	C/E
6.17	Acquisitions		The system shall link a purchase order to other related information such as invoice, vendor and descriptive record without limiting the number of items that can be linked.	M	C/E
6.18	Acquisitions		The system shall allow orders for nonbibliographic material using the same funds that order and pay for bibliographic material.	M	C
6.19	Acquisitions		The system shall facilitate the renewal and updating of subscription titles with a minimum interaction by staff users, while still allowing for modification when necessary.	M	C/E
6.20	Acquisitions		The system shall allow orders to be cancelled.	M	C
6.21	Acquisitions		The system shall accommodate Patron Driven Acquisitions (PDA/PDD), Evidence Based Acquisitions (EBA), Short Term Loans (STL), and Access to Own (ATO) plans for print and electronic resource.	M	C/E
6.22	Acquisitions		The system shall permit the invoicing of single-title monographs, serial monographs, and issues of serials.	M	C
6.23	Acquisitions		The system shall allow items to be received from invoices.	M	C
6.24	Acquisitions		The system shall support adding items to the collection which are not purchased.	M	C
6.25	Acquisitions		The system shall provide an audit trail for financial transactions.	M	C

6.26	Acquisitions		The system shall export invoice/payment requests to campus financial systems and import payment confirmation files.	M	C/E
6.27	Acquisitions		The system shall support multiple currencies, for example the ability to set institutional local exchange rates, ability to specify a preferred source for rate information, ability to edit payments to reflect the amount charged.	M	C/E
6.28	Acquisitions		The system shall track the base price, shipping/handling charges, and total price individually.	M	C
6.29	Acquisitions		The system shall notify staff user when a volume or issue has not arrived and allows for claiming of missed items.	M	C
6.30	Acquisitions		The system shall allow the claiming of expected items.	M	C
6.31	Acquisitions		The system shall allow claims to be sent by EDI, email, or print.	M	C
6.32	Acquisitions		The system shall allow claims to be manually generated at any time.	M	C
6.33	Acquisitions		The system shall support acquisition and management of nontraditional content.	M	C/E
6.34	Acquisitions		The system shall allow the receipt of print serial issues, including creating item records when required.	M	C
6.35	Acquisitions		The system shall provide date prediction and enumeration patterns for issue check-in.	M	C
6.36	Acquisitions		The system shall allow staff user to alter enumeration and chronology patterns manually to accommodate occasional variations in publishing patterns.	M	C
6.37	Acquisitions		The system shall support claiming of serial issues based on prediction patterns and for runs not received at all (i.e. not just individual missed issues).	M	C/E

6.38	Acquisitions		The system shall allow check-in for multiple parts of a title, including regular issues, indexes, supplements, pocket parts, etc.	M	C/E
6.39	Acquisitions		The system shall allow check-in for combined issues. For example, if issue #3 and issue #4 are printed as a single publication.	M	C
6.40	Acquisitions		The system shall accommodate the check-in of special issues that were not predicted.	M	C
6.41	Acquisitions		The system shall automatically update the display of issue receipt in the public catalog.	M	C
6.42	Acquisitions		The system shall update the MARC21 holdings record (85X/86X paired fields) automatically during check-in.	M	C/E
6.43	Acquisitions		The system shall correctly link serial title changes in both the staff and public catalogs.	M	C
6.44	Acquisitions		The system shall link print and electronic holdings of the same title.	M	C/E
6.45	Acquisitions		The system shall allow for the ability to duplicate serial holdings records.	M	C/E
6.46	Acquisitions		The system shall have a workflow that allows staff users to enter orders even if there is no existing bibliographic record for the material. (The system shall allow the manual creation of bibliographic records.)	M	C/E
6.47	Acquisitions		The system shall allow payment for a single item from multiple funds.	HD	C/E
6.48	Acquisitions		The system shall support a workflow based acquisitions process that alerts staff users when action is required.	HD	C/E
6.49	Acquisitions		The system shall be capable of operating across multiple/variable fiscal years, for example spending out of different fiscal years at the same time and the ability to track purchases split over fiscal years.	HD	C/E

6.50	Acquisitions		The system shall allow individual member libraries to define their own fiscal cycle with no restrictions on starting or ending dates or duration of cycle for each individual institution.	HD	C
6.51	Acquisitions		The system shall allow automated response services to notify vendors of cancellations.	HD	C
7.01	Cataloging	Records	The system shall allow the creation, editing, and deletion of catalog records for, at a minimum: physical books, e-books, journals, e-journals, graphic materials, audio materials, moving image materials, musical scores, cartographic materials, microforms, slides, tactile resources, computer files, 3-D objects, kits, manuscripts, and archival collections.	M	C/E
7.02	Cataloging	Records	The system shall have bibliographic records or equivalent metadata description sets.	M	C
7.03	Cataloging	Records	The system shall have holdings records or equivalent.	M	C
7.04	Cataloging	Records	The system shall have item records or equivalent.	M	C
7.05	Cataloging	Records	The system shall allow the replacement/overlay of catalog records.	M	C
7.06	Cataloging	Records	The system shall allow the consortium or the member libraries to define fields which are protected from overlay.	M	C/E
7.07	Cataloging	Records	The system shall allow matching of incoming bibliographic records to existing bibliographic records on import/load, based on configurable match point(s).	M	C/E

7.08	Cataloging	Records	The system shall allow handling (i.e. replace, merge data, reject, add as new) of incoming bibliographic records when a match is identified on import/load, based on configurable rules. Describe safeguards to prevent improper overlay.	M	C/E
7.09	Cataloging	Records	The system shall be able to associate material type, carrier type, or equivalent with specific items.	M	C/E
7.10	Cataloging	Records	The system shall allow staff users to specify the format type of the material.	M	C

7.11	Cataloging	Records	If the system automatically assigns a format type, the system shall allow staff users to change that assigned format type.	M	C
7.12	Cataloging	Records	The system shall be able to associate item processing status or equivalent with specific items.	M	C
7.13	Cataloging	Records	The system shall be able to associate barcodes with specific items.	M	C
7.14	Cataloging	Records	The system shall be capable of printing out any catalog records from the staff user interface.	M	C
7.15	Cataloging	Records	The system shall comply with UTF-8 character encoding for search input, record input, and display.	M	C
7.16	Cataloging	Records	The vendor shall not claim ownership or copyright of USMAI's catalog records.	M	C
7.17	Cataloging	Records	The system shall be able to accommodate records created according to past, current, and future national and international cataloging and metadata standards, including but not limited to AACR, AARC2(r), RDA, and hybrids thereof.	M	C/E
7.18	Cataloging	Records	The system shall support the use of MARC 21.	M	C

7.19	Cataloging	Records	The system shall be able to validate MARC records against the MARC 21 standard.	M	C
7.20	Cataloging	Records	The vendor shall update the implementation of MARC 21 to keep it current as changes are made.	HD	C
7.21	Cataloging	Records	The vendor shall update the validation tables or equivalent in a timely manner when the MARC 21 standards change.	HD	C
7.22	Cataloging	Records	The system shall allow the consortium or the member libraries to make changes to the MARC 21 validation tables or equivalent.	M	C

7.23	Cataloging	Records	The system shall have field limits which are no shorter than those imposed by the MARC 21 standard. If any are shorter, please specify.	HD	C/E
7.24	Cataloging	Records	The system shall highlight or otherwise visually indicate specific MARC 21 validation errors within the catalog record to the staff user.	HD	C/E
7.25	Cataloging	Records	The system shall allow shared print retention statements to be added, edited, and deleted.	M	C
7.26	Cataloging	Records	The system shall allow shared print retention statements to be moved between bibliographic records.	M	C
7.27	Cataloging	Records	The system shall allow temporary locations, circulation rules, and call numbers to be applied to items.	M	C/E
7.28	Cataloging	Records	The system shall allow the creation of catalog records without the presence of a corresponding order record.	M	C
7.29	Cataloging	Records	The system shall clearly inform the staff user of the type and location of any validation errors.	M	C/E
7.30	Cataloging	Records	The system shall allow staff users to add item-specific information to catalog records.	M	C

7.31	Cataloging	Records	The system shall be capable of attaching large numbers of item records to bibliographic records and of displaying those records. Please describe any limits to the number of item records attached to a bibliographic record or the number of item records displayed.	M	C/E
7.32	Cataloging	Records	The system shall be capable of associating large numbers of holdings records with a single bibliographic record. Please describe any limits to the number of holdings records able to be associated with a bibliographic record or the number of holdings records displayed.	M	C/E

7.33	Cataloging	Records	The system shall be capable of handling large bibliographic records. Please describe any limits on length or number of fields other than those imposed by the MARC 21 standard.	M	C/E
7.34	Cataloging	Records	The system shall populate classification information from the bibliographic record into newly created holdings or item records for the creation of call numbers.	HD	C
7.35	Cataloging	Records	The system shall support the use of non-MARC metadata including but not limited to Dublin Core and EAD.	HD	C/E
7.36	Cataloging	Records	The system shall be able to validate non-MARC metadata standards/file formats, including but not limited to Dublin Core and EAD.	HD	C
7.37	Cataloging	Records	The system shall be able to display specific validation errors within nonMARC metadata.	HD	C
7.38	Cataloging	Records	The system shall allow automated creation of holdings and item records upon import/load of bibliographic record(s), based on configurable rules.	HD	C/E

7.39	Cataloging	Records	The system shall allow automated creation of holdings and item records upon import/load of bibliographic record(s), based on mapping of data embedded in the bibliographic record.	HD	C
7.40	Cataloging	Records	The system shall allow automated editing of bibliographic record(s) upon import/load, based on configurable rules.	HD	C/E
7.41	Cataloging	Records	The system shall accommodate RDF data triples across standards.	HD	C
7.42	Cataloging	Records	The system shall be able to support simultaneous import/load of records across the member libraries.	HD	C
7.43	Cataloging	Records	The system shall be capable of printing bibliographic records with attached holding records and bibliographic records with attached item records.	HD	C
7.44	Cataloging	Records	The system shall support input of special characters and diacritic marks from keyboard shortcuts, built-in character maps, and keyboard layouts.	HD	C
7.45	Cataloging	Records	The system shall allow staff users to merge or consolidate duplicate catalog records.	HD	C
7.46	Cataloging	Batch Processing	The system shall have the capacity to manually batch-load/ingest record sets. Please describe any limits on the size of batch record sets and what file types are allowed.	M	C/E
7.47	Cataloging	Batch Processing	The system shall have the capacity to automate the ingest/batch-load of record sets.	M	C
7.48	Cataloging	Batch Processing	The system shall allow batch deletion of catalog records.	M	C
7.49	Cataloging	Batch Processing	The system shall allow batch editing of catalog records.	HD	C
7.50	Cataloging	Batch Processing	The system shall be able to automate batch processes.	HD	C

7.51	Cataloging	Batch Processing	The system shall allow "intelligent" batch delete, i.e. when items are deleted, holdings records without additional items attached will be deleted; when holdings records are deleted, bibliographic records without any other holdings or items attached will be deleted.	HD	C/E
7.52	Cataloging	Holdings Management	If the system is MARC-based, the system shall use the MARC 21 Holdings Format.	M	C/E
7.53	Cataloging	Holdings Management	The system shall allow a large number of sub locations. Please specify any limits.	M	C/E
7.54	Cataloging	Holdings Management	The system shall allow a large number of collections/shelving locations. Please specify any limits.	M	C/E
7.55	Cataloging	Holdings Management	The system shall enable items to be associated with specific member libraries.	M	C

7.56	Cataloging	Holdings Management	The system shall enable items to be associated with specific locations/collections within the member libraries.	M	C
7.57	Cataloging	Holdings Management	The system shall allow the creation, editing, and deletion of summary holding statements.	M	C
7.58	Cataloging	Holdings Management	The system shall allow the creation, editing, and deletion of serials prediction patterns.	M	C
7.59	Cataloging	Holdings Management	The system shall allow the addition of volume enumeration at the item level.	M	C
7.60	Cataloging	Holdings Management	The system shall allow the addition of copy information at the item level.	M	C
7.61	Cataloging	Holdings Management	The system shall allow the creation of an item-specific call number.	M	C
7.62	Cataloging	Holdings Management	The system shall allow the location of items to be changed.	M	C

7.63	Cataloging	Holdings Management	The system shall allow the collection of items to be changed.	M	
7.64	Cataloging	Holdings Management	The system shall enable items to be associated with holdings and to be unassociated.	M	C
7.65	Cataloging	Holdings Management	The system shall accommodate "bound-withs" (a single item which contains multiple distinct bibliographic works).	M	C/E
7.66	Cataloging	Holdings Management	The system shall provide label printing that draws from the item record and is configurable by member libraries.	HD	C
7.67	Cataloging	Holdings Management	The system shall retain links between associated records while they are moved or automatically relink them after they are moved, regardless of the number or type of links.	HD	C/E
7.68	Cataloging	Holdings Management	The system shall allow a staff user to transfer an order record, subscription record, or similar record/receipt from one bibliographic record to another.	HD	CE
7.69	Cataloging	Holdings Management	The system shall allow staff users to record non-public notes (such as maintenance or preservation performed on an item).	HD	C
7.70	Cataloging	Holdings Management	If MARC records are used, the system shall automatically update the MARC 21 holdings record, including all content related to the 85X/86X paired fields, either during receiving or as a separate function.	HD	C
7.71	Cataloging	Binding	The system shall provide a process to combine unbound periodical issues into a bound unit within the staff user interface.	M	C
7.72	Cataloging	Binding	The system shall have an editable description associated with a bound unit, summarizing the issues contained within.	M	C

7.73	Cataloging	Binding	The system shall be able to automatically generate the bound unit description based on the issues which were combined to create the unit.	HD	C
7.74	Cataloging	Binding	The system shall automatically designate the new bound unit as being "at the bindery" or equivalent.	HD	C
7.75	Cataloging	Binding	The system shall generate alerts when a periodical is ready to be pulled for binding, with staff users defining "ready" for each journal in the system.	HD	C
7.76	Cataloging	Authority Control	The system shall allow agent (person, family, corporate body), work (including name/title and series), place, subject, genre/form term bibliographic fields to be authority controlled.	HD	C
7.77	Cataloging	Authority Control	The system shall accommodate usage of the following thesauri/controlled vocabularies for authority	M	C
			management: LCSH, MeSH, LCGFT, LCNAF, FAST.		
7.78	Cataloging	Authority Control	The system shall accommodate usage of other thesauri/controlled vocabularies for authority management, including but not limited to LCDGT, LCMPT, AAT, TGM, RBMS, Homosaurus, Wikidata, and LC Children's Subject Headings.	HD	C/E
7.79	Cataloging	Authority Control	The system shall accommodate usage of local authority thesauri/controlled vocabularies for authority management, allowing the names of agents, titles of works, places, subjects, and genre/form terms.	HD	C/E

7.80	Cataloging	Authority Control	The system shall provide integrated authority control through the linking of access points in bibliographic records with the corresponding authority record or through a comparable method.	HD	C/E
7.81	Cataloging	Authority Control	The system shall enable the creation, deletion, and editing of authority records.	HD	C
7.82	Cataloging	Authority Control	If the system maintains a local authority file, the system shall allow the import of authority records and/or files created externally.	HD	C
7.83	Cataloging	Authority Control	The system shall allow internal authority management or automatic authority record management through an outside vendor.	M	C
7.84	Cataloging	Authority Control	The system shall update headings in bibliographic records when the linked authority record is changed.	HD	C
7.85	Cataloging	Authority Control	The system shall allow exporting of authority records.	HD	C
7.86	Cataloging	Authority Control	The system shall use the authority records to provide See references in topical and name browses.	HD	C

7.87	Cataloging	Authority Control	The system shall support automatic updating of headings in bibliographic records to match authority records upon import or creation.	HD	C
7.88	Cataloging	Authority Control	The system shall allow staff users to configure exceptions at the individual term level for any automated headings update processes.	HD	C
7.89	Cataloging	Authority Control	If the system has integrated authority control, the system shall be able to report on duplicate headings within the same bibliographic record.	HD	C
7.90	Cataloging	Authority Control	If the system has integrated authority control, the system shall be able to report on unlinked headings.	HD	C

7.91	Cataloging	Quality Control	The system shall prevent duplicate barcode numbers from being entered for different items.	M	C
7.92	Cataloging	Quality Control	The system shall allow authorized staff users to roll back catalog records to previous versions.	HD	C
7.93	Cataloging	Quality Control	The system shall validate barcodes.	HD	C
7.94	Cataloging	Quality Control	The system shall have the means to detect duplicate catalog records and possible duplicates.	HD	
7.95	Cataloging	Quality Control	The system shall provide a method of validating the combinations of assigned circulation rules, material type, and collection, including supplying the staff user with a real-time error message for incorrect combinations.	HD	C/E
7.96	Cataloging	Quality Control	The system shall have a spellchecking function with a locally modifiable dictionary.	HD	C
7.97	Cataloging	Searching	If bibliographic records are shared, the system shall allow staff users to search across all consortial catalog records.	M	C
7.98	Cataloging	Searching	The system shall allow staff users to limit a search to their member library's catalog records.	M	C
7.99	Cataloging	Searching	The system shall allow searching by single OCLC control number.	M	C
7.100	Cataloging	Searching	The system shall allow searching by list of OCLC control numbers.	HD	C
7.101	Cataloging	Searching	The system shall allow searching by single system control number.	M	C
7.102	Cataloging	Searching	The system shall allow searching by list of system control numbers.	HD	C
7.103	Cataloging	Searching	The system shall allow searching by single other standard identifier, including but not limited to ISBN, EAN, and ISSN.	M	C

7.104	Cataloging	Searching	The system shall allow searching by list of other standard identifiers, including but not limited to ISBN, EAN, and ISSN.	HD	C
7.105	Cataloging	Searching	The system shall allow searching by single barcode.	M	C
7.106	Cataloging	Searching	The system shall allow searching by list of barcodes.	HD	C
7.107	Cataloging	Searching	The system shall allow searching of bibliographic records by associated order number.	M	C
7.108	Cataloging	Searching	The system shall allow sorting options for search results.	M	C/E
7.109	Cataloging	Searching	The system shall allow any authorized staff user to search the catalog records.	M	C
7.110	Cataloging	Searching	The system shall have an author browse in the staff user interface.	M	C
7.111	Cataloging	Searching	The system shall have a title browse in the staff user interface.	M	C
7.112	Cataloging	Searching	The system shall have an LC call number browse in the staff user interface.	M	C
7.113	Cataloging	Searching	The system shall allow call number browse to be limited by individual library.	M	C
7.114	Cataloging	Searching	The system shall sort the call number browse according to the standards of the call number system being used.	M	C
7.115	Cataloging	Searching	The system shall enable searching for specific items by call number.	M	C

7.116	Cataloging	Searching	The system shall, at minimum, index the following bibliographic fields for searching: all name fields, title fields, publication date, publication location, class numbers, subject and genre terms, ISSN, ISBN, abstract, edition statement, statement of responsibility.	M	C/E
7.117	Cataloging	Searching	The system shall index for searching, at minimum, notes fields in holdings records.	M	C/E

7.118	Cataloging	Searching	The system shall allow staff users to perform keyword searches of all indexed fields.	M	C
7.119	Cataloging	Searching	The system shall allow staff users to perform searches by a specified index.	M	C/E
7.120	Cataloging	Searching	The system shall allow searching by combination of indexes.	M	C
7.121	Cataloging	Searching	The system shall allow searching by order numbers or equivalent identifier to find order records.	M	C
7.122	Cataloging	Searching	The system shall allow searching by subscription numbers or equivalent identifier to find subscription records.	M	C
7.123	Cataloging	Searching	The system shall allow for the fulltext searching of notes data attached to item records.	HD	C/E
7.124	Cataloging	Searching	The system shall allow searching by list of music publisher/plate numbers (028 in MARC 21 Bibliographic).	HD	C
7.125	Cataloging	Searching	The system shall allow searching by single music publisher/plate number (028 in MARC 21 Bibliographic).	HD	C
7.126	Cataloging	Searching	The system shall allow filtering of bibliographic record searches by the presence of a linked order record.	HD	C
7.127	Cataloging	Searching	The system shall have a series title browse in the staff user interface.	HD	C
7.128	Cataloging	Searching	The system shall have a Dewey call number browse in the staff user interface.	HD	C

7.129	Cataloging	Searching	The system shall have a SuDoc call number browse in the staff user interface.	HD	C
7.130	Cataloging	Searching	The system shall have an ASCII call number browse in the staff user interface.	HD	C
7.131	Cataloging	Searching	The system shall allow call number browse to be limited by collection.	HD	C
7.132	Cataloging	Searching	The system shall have a command line type search.	HD	C/E

7.133	Cataloging	Searching	The system shall enable the creation of custom indexes (can be staff-only).	HD	C
7.134	Cataloging	Searching	The system shall have a means to indicate or display which fields in a given catalog record are indexed in various searches (public-facing and back-end), and if so, how they are searched.	HD	C/E
7.135	Cataloging	Searching	The system shall allow staff users to save sets of records based on search results.	HD	C
7.136	Cataloging	Integrations	The system shall allow staff users to save/export catalog records at no additional cost. Please list included file formats.	M	C/E
7.137	Cataloging	Integrations	The system shall allow staff users to save/export catalog record sets at no additional cost. Please list included file formats.	M	C/E
7.138	Cataloging	Integrations	The system shall allow records to be imported from OCLC Connexion.	M	C
7.139	Cataloging	Integrations	The system shall have means for records to be imported from non-OCLC external sources. Please list included file formats.	M	C/E
7.140	Cataloging	Integrations	The system shall integrate with OCLC to allow member library holdings to be set automatically.	HD	C
7.141	Cataloging	Integrations	The system shall integrate with OCLC to allow member library holdings to be deleted automatically.	HD	C

| 8.01 | E-Resources Management | Workflow | The system shall support, track, and allow customization of workflows for the entire life-cycle of e-resource management tasks at the local and consortial level. | M | C/E |

8.02	E-Resources Management	Workflow	The system shall support the capability to display and filter eresource records according to their status (i.e. renewed, purchased, pending renewal, etc.)	M	C
8.03	E-Resources Management	Workflow	The system shall have the ability to upload and store documentation.	M	C/E
8.04	E-Resources Management	Workflow	The system shall support importing current and historical ERM-related data (e.g. product info, pricing, title lists, usage statistics, etc.) for viewing, record-keeping, and report-generating purposes.	HD	C/E
8.05	E-Resources Management	Workflow	The system shall have the ability to track incoming and outgoing correspondence related to e-resources in perpetuity, if needed. Specify if there is email client built-in or integrated functionality.	HD	C/E
8.06	E-Resources Management	Trials/Licensing /Negotiation	The system shall support tracking trial periods to evaluate e-resources prior to acquisition.	HD	C/E
8.07	E-Resources Management	Trials/Licensing/Negotiation	The system shall support managing participant feedback prior to acquisition as part of trial workflows	HD	C/E
8.08	E-Resources Management	Trials/Licensing/Negotiation	The system shall provide the capability to input license terms.	M	C

8.09	E-Resources Management	Trials/Licensing/Negotiation	The system shall support the ability to track changes to license terms.	HD	C
8.10	E-Resources Management	Trials/Licensing/Negotiation	The system shall provide the capability to upload licenses for reference and storage.	M	C
8.11	E-Resources Management	Trials/Licensing/Negotiation	The system shall support linking license data with e-resource records.	M	C
8.12	E-Resources Management	Trials/Licensing/Negotiation	In the staff user interface, the system shall support the ability for staff users to access and view different license data based on authorization level.	M	C/E
8.13	E-Resources Management	Trials/Licensing/Negotiation	The system shall support license management functionality that has the ability to integrate with third-party resource sharing systems, course reserve systems, and/or learning management systems to federate, display, and share relevant license term information.	HD	C/E
8.14	E-Resources Management	Trials/Licensing/Negotiation	The system shall have the capacity to display license data to the patron user interface.	M	C
8.15	E-Resources Management	Trials/Licensing/Negotiation	The system shall track the time period for subscription agreements.	M	C

8.16	E-Resources Management	Trials/Licensing/Negotiation	The system shall support the ability to customize notifications for pending expirations of subscription agreements.	M	C/E
8.17	E-Resources Management	Trials/Licensing/Negotiation	The system shall support customizable note fields for license agreements.	M	C
8.18	E-Resources Management	Trials/Licensing/Negotiation	The system shall support the ability to filter by license categories (e.g. licenses that prohibit ILL, allow alumni access, etc.) and export results.	HD	C/E
8.19	E-Resources Management	Trials/Licensing/Negotiation	The system shall support the ability for consortium to share consortial license agreements with member libraries.	HD	C/E
8.20	E-Resources Management	Trials/Licensing/Negotiation	The system shall support the ability for member libraries to share license terms with other member libraries.	HD	C/E
8.21	E-Resources Management	Procurement/ Acquisition	The system shall support a variety of types of e-resources materials.	M	C/E
8.22	E-Resources Management	Procurement/ Acquisition	The system shall support the consortium and member libraries to forecast e-resource expenditures for a configurable period of time.	HD	C/E

8.23	E-Resources Management	Procurement/ Acquisition	The system shall support the capability for the consortium to track and manage consortially-licensed eresources.	HD	C
8.24	E-Resources Management	Procurement/ Acquisition	The system shall support the capability for the consortium to allocate pricing information to individual member libraries for consortial e-resources. Explain if there are capabilities to create and deploy different cost models to calculate the purchase and/or renewal price of eresources.	HD	C/E
8.25	E-Resources Management	Procurement/ Acquisition	The system shall support the categorization of acquired materials by procurement method and content format, obtained from the same vendor/publisher.	HD	C

8.26	E-Resources Management	Activation Management	The system shall support single-click activation of resources to users (i.e. made available in A-Z lists and link resolvers).	M	C/E
8.27	E-Resources Management	Records/KB/ Discovery	The system shall include knowledge base functionality.	M	C/E
8.28	E-Resources Management	Records/KB/ Discovery	The system shall provide integration between knowledge base functionality and e-resource functionality to update holdings and coverage information for timely and accurate display in the ILS and discovery service.	M	C/E

8.29	E-Resources Management	Records/KB/Discovery	The system shall support uploading and maintaining title lists at the local and consortial levels.	HD	C
8.30	E-Resources Management	Records/KB/Discovery	The system shall push alert notifications to track changes made by providers' additions, deletions, and other changes to collections.	HD	C
8.31	E-Resources Management	Records/KB/Discovery	The discovery service shall comply with NISO RP-19-2020, section 3.3.2, Fair Linking.	M	C
8.32	E-Resources Management	Access Mgmt/Maintenance	The system shall provide the capability to track perpetual access eresources.	M	C
8.33	E-Resources Management	Access Mgmt/Maintenance	The system shall manage administrative information for eresources and contact information for vendors and publishers.	M	C
8.34	E-Resources Management	Access Mgmt/Maintenance	The system shall provide alerts when e-resources access issues arise. Alerts, at least in the patron user interface, should be user-friendly (understandable and as informative as possible).	M	C/E
8.35	E-Resources Management	Access Mgmt/Maintenance	The system shall provide the capability for staff users to report, and track e-resources access issues, and for patron users to report issues and get notifications when they are resolved.	M	C/E
8.36	E-Resources Management	Usage Stats Mgmt	The system shall support linking resource records with usage statistics.	M	C/E

8.37	E-Resources Management	Usage Stats Mgmt	The system shall support generating usage data reports of consortial eresources.	HD	C/E
9.01	Accessibility		The vendor shall provide a VPAT 2.4 INT for Section 508 and WCAG 2.x thoroughly describing the accessibility of the system at its current release.	M	C/E
9.02	Accessibility		The system shall be compliant with Revised Section 508 and WCAG 2.0 Level A and AA.	M	C
9.03	Accessibility		The system shall provide compatibility with screen readers to search for items.	M	C
9.04	Accessibility		The system shall provide compatibility with screen readers to retrieve results for searches for items.	M	C
9.05	Accessibility		The system shall provide compatibility with screen readers to use items, insofar as this functionality is available to users without screen reader assistance.	M	C
9.06	Accessibility		The system shall not use automatic motion or blinking content (a) exceeding 5 seconds in duration (b) without the option to pause, stop, or hide the moving content within 3 tabs for keyboard-only users. If such content exists, it must be conformant to web browser preferences not to auto-play content. (Based on WCAG 2.0 Level A, SC 2.2.2)	M	C
9.07	Accessibility		The system shall allow users to magnify content up to 200% without reduction in functionality. Icons and buttons, except images of text, will magnify at the same rate as text. (WCAG 2.0 Level AA, SC 1.4.4)	M	C

9.08	Accessibility		The system shall provide Skip links for keyboard and screen reader users to bypass main navigation and any other repetitive content. (WCAG 2.0 Level A, SC 2.4.1)	M	C
9.09	Accessibility		The system's home page, search results page, and item record pages shall return minimal errors using WAVE (Web Accessibility Evaluation Tool).	HD	C/E
9.10	Accessibility		The system's home page, search results page, and item record pages shall return minimal alerts using WAVE (Web Accessibility Evaluation Tool).	HD	C/E
9.11	Accessibility		The system's home page, search results page, and item record pages shall return minimal contrast errors using WAVE (Web Accessibility Evaluation Tool) prior to any customization by clients.	HD	C/E
10.01	User Experience		The staff and patron user interfaces shall use modern web design practices, such as but not limited to large buttons with contrast, a minimalist feel through use of whitespace and/or padding, and use of sans-serif fonts OR the system allows customization for look and feel.	M	C/E
10.02	User Experience		The staff user interface look and feel shall be updated over time and provide opportunities for customization by authorized staff users.	M	C/E
10.03	User Experience		The system shall maintain compatibility with all modern, widely used browsers.	M	C

10.04	User Experience		The staff and patron user interfaces are compatible with, and do not interfere with, operating system ease of access tools and personal browser settings (such as screen readers, magnification, and preference to not allow auto play).	M	C/E
10.05	User experience		The system shall follow industry best practices for session handling, including session timeout length, timeout alerts, and timeout error pages or redirects.	M	C/E
10.06	User experience		The system shall provide backward compatibility, such as support for older browsers and operating systems.	HD	C/E
10.07	User experience		The system shall support staff and patron users with limited bandwidth.	HD	C/E
10.08	User experience		The system shall support the inclusion of web analytics tracking codes in order for member libraries to assess usage and user experience.	HD	C
11.01	Discovery		The vendor shall maintain an Open Discovery Initiative Conformance checklist to document its conformance with NISO RP-19-2020	M	C
11.02	Discovery		The system shall meet the Music Library Association's Music Discovery Requirements II (https://www.musiclibraryassoc.org/mpage/mdr_res).	HD	C/E
11.03	Discovery	Search & Retrieval	The system shall provide a unified search that makes member libraries' resources discoverable.	M	C/E
11.04	Discovery	Search & Retrieval	The system shall allow guests (i.e. unauthenticated users) to search and retrieve results and item metadata.	M	C
11.05	Discovery	Search & Retrieval	The system shall provide a basic search option.	M	C

11.06	Discovery	Search & Retrieval	The system shall provide an advanced search option prominently linked within the patron user interface and a persistent URL to advanced search as a starting point.	M	C/E
11.07	Discovery	Search & Retrieval	The system shall allow a patron user to browse by topic, title, author, subject heading, call number ("shelf"), etc. and where entry points (links) to access such a browsing experience are located within the system.	M	C/E
11.08	Discovery	Search & Retrieval	The system shall effectively perform known item searching, including an explanation for how your relevancy algorithm is constructed and improved for this topic. Outline strengths and areas for improvement.	M	C/E
11.09	Discovery	Search & Retrieval	The system shall support Boolean (AND / OR / NOT) operators between queries and special character query operands (such as quotation marks) within queries, including built-in support within the patron user interface to help in the construction more complex search queries.	M	C/E
11.10	Discovery	Search & Retrieval	The system shall support searches by ISBN/ISSN, call number, DOI, or other numerical identifier.	M	C/E
11.11	Discovery	Search & Retrieval	The system shall effectively perform authority control when the user enters a spelling variation, a phrase that has been superseded, or a related phrase.	M	C/E
11.12	Discovery	Search & Retrieval	The system shall return highly relevant results to keyword searches and natural language searches. The vendor should provide an explanation for how the system's relevancy algorithm is constructed and enhanced. Outline strengths and areas for improvement.	M	C/E

11.13	Discovery	Search & Retrieval	The system shall prioritize items owned or licensed by the member libraries or shall allow authorized staff users from member libraries or the consortium to prioritize items held by their own institution in relevancy rankings of search results.	M	C/E
11.14	Discovery	Search & Retrieval	The system shall include filter, facet, expanders or limiters, and sort options to facilitate patron user search and discovery.	M	C/E
11.15	Discovery	Search & Retrieval	The system shall allow sorting of search results by relevance and date. The vendor should describe options available to patron users for customizing the results display.	M	C/E
11.16	Discovery	Search & Retrieval	In search results, the system shall clearly represent to users whether an item is physical (books, DVDs, etc.) or available online.	M	C/E
11.17	Discovery	Search & Retrieval	The system shall include format icons and/or accommodate cover art from third-party systems (e.g., Goodreads, Syndetic Solutions, Content Café, etc.)	M	C/E
11.18	Discovery	Search & Retrieval	The system shall allow catalog records to be hidden from public display based on individual record settings, the status of an item, and limits on consortial availability.	M	C
11.19	Discovery	Search & Retrieval	The system shall display in the patron user interface URLs from bibliographic and holdings records.	M	C
11.20	Discovery	Search & Retrieval	The system shall be able to display member library- and item-specific information in the patron user interface.	M	C

11.21	Discovery	Search & Retrieval	The system shall provide persistent URLs for searches, item records, and patron login pages that can be accessed outside of the user session, either by the browser address bar or via a "Share" button with easy access to copy the URL onto the user's clipboard.	M	C/E
11.22	Discovery	Search & Retrieval	The vendor shall identify and address bias in their search algorithms and related tools, including suggested searches and related item suggestions.	HD	C/E
11.23	Discovery	Search & Retrieval	The system shall allow libraries to identify and address bias in their taxonomies, collections, and classification standards.	HD	C/E
11.24	Discovery	Search & Retrieval	The system shall provide options, either available by default or through customization, for the staff or patron user to report bias in any part of the staff user or patron user interface.	HD	C/E
11.25	Discovery	Search & Retrieval	The system shall provide "Did you mean...?" search correction or suggestion.	HD	C
11.26	Discovery	Search & Retrieval	The system shall persist search parameters, such as filter, facets, expanders/limiters, and sort options beyond a single session.	HD	C/E
11.27	Discovery	Search & Retrieval	The system shall allow a user to filter while browsing.	HD	C
11.28	Discovery	Search & Retrieval	The system shall utilize Work/Expression/Manifestation/Item (WEMI) relationships from the IFLA Library Reference Model to structure and organize records for the same work, for example editions of the same work organized within the same singular search result or films based on a work appearing as items related to the work.	HD	C/E

11.29	Discovery	Search & Retrieval	The system shall publicly display shared print retention statements.	HD	C
11.30	Discovery	Search & Retrieval	The system shall allow the patron user to search only within items that are immediately available (such as physical items available to check out and other items available in their entirety without staff intervention or patron-driven acquisition) vs. items available within a few days.	HD	C
11.31	Discovery	Search & Retrieval	The system shall provide information in the search results display highlighting the results' relationships to the search keywords.	HD	C/E

11.32	Discovery	Search & Retrieval	The system shall allow a patron user to export a list of search results.	HD	C
11.33	Discovery	Search & Retrieval	The system shall have a mechanism within the staff user interface to preview changes to individual catalog records in the patron user interface.	HD	C/E
11.34	Discovery	Search & Retrieval	The system shall provide stable URLs in the browser address bar by default, or allow session specific data to redirect to the relevant resource.	HD	C
11.35	Discovery	Fulfillment	The system shall provide information about the availability of the item on the search results page and item record page before a patron user initiates a request to access the item.	M	C/E
11.36	Discovery	Fulfillment	The system shall clearly present to patron users whether items are (1) available now (either at their member library physically or online); (2) available soon (on shelf at an offsite facility or another member library or through another library); or (3) not currently available (all consortium copies on loan; must recall or request via ILL). Describe options for customizing the display of this information.	M	C/E

11.37	Discovery	Fulfillment	The system shall display information necessary in order to access the item (availability, call number if physical and available, or fulfillment button(s)) in the search results display as well as any page displaying the item record.	M	C/E
11.38	Discovery	Fulfillment	When multiple fulfillment options exist, within the display area for requesting/accessing the item, the system shall prioritize the patron user experience and best available fulfillment options, with as few buttons as possible while balancing user choice. The vendor should provide (1) screenshots or a demo of how fulfillment works when multiple options are available highlighting simplicity for the patron. (2) Describe how fulfill button(s) appear on search results pages and item record pages, and (3) describe what options for customization exist on (a) the member library level and (b) at the consortium level. In particular, where multiple fulfillment options exist, (4) how does the system reduce complexity and/or provide information on how soon the item can be accessed? (5) Describe strengths and areas for improvement.	M	C/E

11.39	Discovery	Fulfillment	The system shall fulfill patron user requests for immediately available online items in as few clicks, taps, events, or selections as possible. The vendor should provide a demo or itemized list enumerating steps from the search results page to the item in the following scenarios: (1) it is available from a single vendor, (2) it is available from multiple vendors, (3) there are simultaneous user limits on the content. Please include in the statement: (4) How does the solution minimize the steps a patron user must complete? (5) How can staff users minimize the steps a user must complete? (6) Describe strengths and areas for improvement.	M	C/E
11.40	Discovery	Fulfillment	The system shall allow a patron user to request items in as few clicks, taps, events, or selections as possible. This applies to (a) physical items held at their own institution (b) physical items at another institution within the consortium. The vendor should provide an itemized list that enumerates the clicks/events necessary from the search result page to a confirmation message.	M	C/E
11.41	Discovery	Fulfillment	The system shall enable patron users to place requests using OpenURL or related technologies to pre-fill forms when requesting resources from other institutions outside the consortium and/or from special collections, or in other cases.	M	C/E
11.42	Discovery	Fulfillment	The system provides a single button or single action to gain access to full-text items available immediately without intermediary screens, similar to oneclick fulfillment e-commerce sites.	HD	C/E

11.43	Discovery	Fulfillment	The system shall utilize one request button, no matter the fulfillment system/method (local, consortium, or ILL).	HD	C/E
11.44	Discovery	Fulfillment	The system shall prominently display, for both physical items and online items, the availability or how soon the user can get the item. The vendor should provide screenshots showing how/whether availability and fulfillment time (1) is displayed on the search results page and (2) on the item record page.	HD	C/E
11.45	Discovery	Patron empowerment	The system shall allow a patron user to save a search query, including all limiters, keywords, and operators.	M	C
11.46	Discovery	Patron empowerment	The system shall allow the patron user to create, re-run (read), update, and delete saved searches.	M	C
11.47	Discovery	Patron empowerment	The system shall allow patron users to save, update, and revert to default their search preferences, such as for format.	HD	C
11.48	Discovery	Patron empowerment	The system shall allow patron users to save preferences across sessions for their pick-up location.	HD	C
11.49	Discovery	Patron Empowerment	The system shall allow patron users to view their own transaction histories, showing date, time, and transaction descriptions.	HD	C
11.50	Discovery	Patron empowerment	The system shall allow patron users who requested the item and authorized staff users to cancel requests. The vendor should describe when in the workflow it is possible for a staff or patron user to cancel a request.	HD	C/E

11.51	Discovery	Patron empowerment	The system shall allow patron users to view the status of requests across a variety of fulfillment options and systems including interlibrary loan, consortium requests, local holds, document delivery, and others.	HD	C/E
11.52	Discovery	Patron empowerment	The system shall allow a patron user to create a collection, search, or list of items under a custom title, edit and update the title after creation, access this list again in a different session, and share the list with other users without need for recipients to authenticate. Attach any supporting documents such screenshots.	HD	C/E
11.53	Discovery	Patron empowerment	The system shall allow export of citations OR copying of citations. The vendor should describe (1) any limitations on the type of item for which this is available, (2) whether options for export include (a) export as a file or batch file for citation managers and/or (b) copying. (3) If copying is supported, describe what citation styles are currently supported and any options for customization. If customization of citation format is available, (4) describe whether it is available at the consortium, member library, or user level.	HD	C/E

11.54	Discovery	Customization	The system shall provide options to customize the branding, default search options, icons, and navigation labels.	M	C/E
11.55	Discovery	Customization	The system shall allow authorized staff users to modify labels, workflows, fulfillment option links, etc.	M	C/E
11.56	Discovery	Customization	The system shall provide settings to customize the basic search.	HD	C/E
11.57	Discovery	Customization	The system shall provide settings to customize the advanced search.	HD	C/E

11.58	Discovery	Customization	The system shall allow filters, facets, expanders/limiters, and sort options to be customized by the member library or consortium.	HD	C/E
11.59	Discovery	Customization	The system shall allow member libraries or branch libraries to associate collections and/or call number ranges with floor numbers or free-text location descriptions, or other identifying information on how to parse call numbers, to aid the patron user in locating the material.	HD	C
11.60	Discovery	Customization	The system shall provide the ability for member libraries or the consortium to modify search ranking and display settings.	HD	C/E
11.61	Discovery	Customization	The system shall have the option to change the configuration of MARC field display in the patron user interface title and item pages (e.g. display or hide fields and subfields, change field and subfield labels).	HD	C/E
11.62	Discovery	Customization	The system shall allow staff users to attach images to records, to be displayed in the patron user interface (e.g. pictures of equipment, local cover images).	HD	C/E
11.63	Discovery	Customization	The system shall provide options for the member library or consortium to customize patron user instruction or guidance embedded in the patron user interface. Describe any limitations on where such guidance or tips can be embedded.	HD	C/E

11.64	Discovery	Customization	The system shall enable the consortium and/or member libraries to edit display of WEMI groupings or altogether disable grouping settings.	HD	C/E

11.65	Discovery	Customization	The system shall allow authorized staff users from member libraries or consortium to alter the relevancy rankings of search results to prioritize specific formats by default for all patron users.	HD	C/E
11.66	Discovery	Integration	The system shall be capable of deep integration with member libraries' websites, including building search boxes, applying pre-search options such as format and peer-reviewed only, and integrating search results into web interfaces.	M	C/E
11.67	Discovery	Integration	The system shall be able to integrate with member library interior wayfinding solutions for finding books or other physical items on shelves, such as but not limited to StackMaps (https://www.stackmap.io/).	HD	C/E
12.01	User Management		System shall provide support for single sign-on authentication and authorization solutions for staff and patron user accounts, utilizing campuses' identity providers. For example, CAS, Shibboleth, SAML 2.0, and Microsoft's Identity and Access Management solution.	M	C/E
12.02	User Management		The system shall provide identity management, including password storage and maintenance, within the system for member libraries that cannot use their campus-level identity data store for authentication into the system.	M	C/E
12.03	User Management		The system shall provide for either group or role-based access control, such that account permissions may be configured differently according to the staff user's role (ex. library staff member vs. student worker).	M	C/E

12.04	User Management		The system shall utilize access controls that restrict authorization for creating, editing, and deleting catalog records, authority records, acquisition records, patron records, and any other records that are stored in the system.	M	C/E
12.05	User Management		The system shall utilize access controls that restrict authorization for modifying system configurations, including but not limited to locations, loan policies, notifications, ERM/acquisitions workflows, and user management.	M	C/E
12.06	User Management		The system shall allow properly authorized staff users to view and/or edit all records and settings at all member libraries.	HD	C
12.07	User Management		System shall provide a native, or third-party, mechanism to allow multifactor authentication (MFA) for all user accounts managed within the system. If a third-party MFA product is used, please name the vendor.	HD	C/E
12.08	User Management		System shall allow staff user authorization profiles to be copied.	HD	C
13.01	Reporting	Reporting Functionality	The system shall include a web-based reporting system that provides predefined, canned reports provided by the vendor that address common reporting needs across functional areas.	HD	C/E
13.02	Reporting	Reporting Functionality	The system shall allow authorized staff users to customize pre-defined reports and create custom reports with little or no programming knowledge.	M	C/E

13.03	Reporting	Reporting Functionality	The system shall provide reports that facilitate the collection of data required by organizations, including Association for Research Libraries (ARL), Association of College and Research Libraries (ACRL), and National Center for Education Statistics (NCES).	M	C
13.04	Reporting	Reporting Functionality	The system shall facilitate the gathering of e-resource usage statistics via automatic (SUSHI-protocol) and manual import for both COUNTER and non-COUNTER compliant resources.	M	C
13.05	Reporting	Reporting Functionality	The system shall update data used for reporting in near real-time.	HD	C/E
13.06	Reporting	Reporting Functionality	The system shall allow reports to be filtered by any data element that is available for use in reports.	M	C/E
13.07	Reporting	Reporting Functionality	The system shall allow the reports to be sorted by any data element that is available for use in reports.	M	C/E
13.08	Reporting	Reporting Functionality	The system shall accurately sort and filter report results by multiple call number classification systems (including Library of Congress (LC), Dewey Decimal System (DDC), Superintendent of Documents (SuDocs)).	M	C
13.09	Reporting	Reporting Functionality	The system shall allow staff users to schedule reports.	M	C
13.10	Reporting	Reporting Functionality	The system shall allow staff users to send and assign reports as tasks to other staff users and units.	HD	C
13.11	Reporting	Reporting Functionality	The system shall provide the ability to save and share report templates for repeated and future report generation. Please specify any storage or usage limits.	HD	C/E

13.12	Reporting	Reporting Functionality	The system shall provide the ability to save, share, and export reports for repeated reference. Please specify any storage or usage limits.	HD	C/E
13.13	Reporting	Reporting Functionality	The system shall facilitate the exporting of reporting data to external systems, such as campus data warehouses	HD	C/E
13.14	Reporting	Reporting Functionality	The system shall allow the creation of data visualizations, including but not limited to bar, pie, and line charts	HD	C/E

13.15	Reporting	Reporting Functionality	The system shall allow reports, including data visualizations, to be exported in common spreadsheet and non-spreadsheet file formats (Excel, CSV, Word, PDF, etc.)	M	C/E
13.16	Reporting	Reporting Functionality	The system shall offer statistical analysis capabilities for analyzing data and/or reports, such as min, max, avg, sum, count, and count distinct calculations.	HD	C/E
13.17	Reporting	Reporting Functionality	The system shall provide access controls to restrict access to reports to authorized staff users, groups, and/or roles.	M	C
13.18	Reporting	Reporting Functionality	The system shall provide access controls to restrict the visibility of certain reporting data elements to specified staff users, groups, and/or roles.	HD	C
13.19	Reporting	Reporting Functionality	The system shall have the capability to produce reports at both a member library and consortial level.	M	C
13.20	Reporting	Reporting Functionality	The system shall have the ability to perform peer library comparisons.	HD	C
13.21	Reporting	Reporting Functionality	The system shall provide historical reporting, including reporting on deleted items.	HD	C
13.22	Reporting	Reporting Functionality	The system shall allow reports to be created using any data point in the system.	HD	C/E

13.23	Reporting	Reporting Functionality	The system shall allow reports to combine data from across functional areas of the system, including item, holdings, bibliographic, and acquisitions records; circulation transactions; and patron records.	M	C/E
13.24	Reporting	Reporting Data	The system shall make in-house use data available for reporting.	HD	C
13.25	Reporting	Reporting Data	The system shall allow staff users to generate reports of active print and electronic reserve items.	HD	C
13.26	Reporting	Reporting Data	The system shall allow staff users to generate reports to support inventory control.	HD	C

13.27	Reporting	Reporting Data	The system shall generate data showing a count of unique borrowers for each title, in addition to total loans.	HD	C
13.28	Reporting	Reporting Data	The system shall allow staff users to create reports for any specified call number range, for example LC, Dewey Decimal, Government Documents, etc.	HD	C/E
13.29	Reporting	Reporting Data	The system shall create a claim report.	HD	C
13.30	Reporting	Reporting Data	The system shall allow the creation of shelf lists.	HD	C
13.31	Reporting	Reporting Data	The system shall allow the creation of reports on the number of new records imported, the number of revisions made, the number of items added, serial items/issues received, the number of records deleted, and which collections items were added to; these should be available by member library.	HD	C/E
13.32	Reporting	Reporting Data	The system shall allow statistical reports to be built (e.g. count of items by collection or by call number; number of active serial subscriptions, etc.).	HD	C

13.33	Reporting	Reporting Data	The system shall be able to aggregate item-level circulation statistics by borrower affiliation and status.	HD	C
13.34	Reporting	Reporting Data	The system shall provide reports of any automated actions it takes, including but not limited to imports and batch processes.	HD	C/E
13.35	Reporting	Reporting Data	The system shall include in automated action reports a summary of actions taken and a report of any errors encountered.	HD	C/E
13.36	Reporting	Reporting Data	The system shall support analysis and reporting with multiple data points (including but not limited to pricing for cost avoidance, collection level, title level, subscription/access period, etc.) with usage statistics.	HD	C/E
13.37	Reporting	Reporting Data	The system shall provide fund balance, allocation, expenditure, and encumbrance reports.	HD	C/E
13.38	Reporting	Reporting Data	The system shall provide overlap analysis functionality at the title level that will analyze and identify any duplicate e-resource titles/collection within subscribed or purchased collections.	HD	C/E
13.39	Reporting	Reporting Data	The system shall keep detailed statistics on numbers of bookings, duration of bookings, and numbers of booking cancellations.	HD	C/E

Glossary

Term or Abbreviation	Definition
M	Mandatory Requirement
HD	Highly Desirable Requirement
C	Confirm
C/E	Confirm / Explain
Branch Library	A branch within a member library.
Catalog Records	An umbrella term for bibliographic, holdings, and item records.
Consortium	USMAI consortium and central services team.
Member Library	One of 17 member institutions within USMAI.
Patron user	End-user. A student, faculty, staff member, or community member affiliated with a member library of USMAI.
Patron user interface	Interface available to end-user. A student, faculty, staff member, or community member affiliated with a member library of USMAI.
Personally Identifiable Information (PII)	PII herein is defined according to Maryland's definition of personal information, found here (See (e) (1)) https://mgaleg.maryland.gov/mgawebsite/Laws/StatuteText?article=gcl&section=14-3501
Staff user	An authenticated user employed by a member library, including but not limited to administration, librarians, staff, student employees, and interns.
Staff user interface	Interface available to authenticated user employed by member library to perform library work tasks and system configurations.
Authorized staff user	A staff user with sufficient permissions to do a specified task or access specified information.

Section D - Packaging and Marking

The following packaging and marking requirements are incorporated herein:

Where applicable for any deliverables being mailed to the University, the Contractor shall:

- Pack and mark each shipment to comply with specifications contained herein. In the absence of specifications, prepare each shipment in conformance with carrier requirements and accepted trade practices.

- Mark the outside of each shipment carton with the applicable contract number.

- Deliver each shipment in good order and condition to the point(s) of delivery specified herein.

- Be responsible for any loss and/or damage to the goods occurring before receipt of each shipment by the consignee at the delivery point(s) specified herein.

- Furnish a delivery schedule and designate the mode of delivering carrier.

Section E - Inspection and Acceptance

The following inspection, testing and acceptance requirements apply to services provided under this contract.

- Delivery of services shall be made in accordance with the scope of services identified in the individual task order. All services rendered/deliveries shall be in accordance with the requirements defined in Section C.

- Third party services, external services or subcontracting are not permitted without prior written approval from the Department of Procurement and Strategic Sourcing.   Any services that fail to meet the University's expectations for reasonable quality and specifications identified in the individual task order shall be rejected. At the University's discretion, the contractor may be requested to re-work any services/deliverables, at no additional cost to the University, until such services/deliverables prove acceptable.

- In the event the Contractor is not able to produce acceptable services/deliverables, the University reserves the right to purchase replacement services in the open market and charge the Contractor for any excess price paid for the replacement, plus applicable expenses, if any.

- 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 services listed in the scope of work/description of work specified in the individual task order shall be delivered to the point or points specified prior to, or on the period of performance specified in the task order.

- The Project Administrator may extend a task order period of performance in writing on an as needed basis to allow sufficient time for acceptance under each task order.

Section F – Delivery and Performance

The following delivery or performance requirements are incorporated herein:

1. SERVICES REQUIREMENTS

The following performance requirements are incorporated herein:

   i.   The Contract may, at times, require an amendment in the event an alternative or expanded scope of work or additional services is required by the University. In

such event, the Contractor will make every effort to retain the same team lead and/or support, as required to address scope and maintain efficiency.

ii.   Under this contract all services, including but not limited to, implementation services, changes in scope of work or additional services will be utilized by the University on an "on-call, as needed" basis.

Section G - Contract Administration Data

1.   Roles of the University of Maryland Procurement Officer and Enterprise CRM Owner

The Procurement Officer is the University of Maryland's authorized representative for all contractual matters related to a resulting agreement. 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 of a resulting agreement.

The University of Maryland Enterprise CRM Owner *Benita F. Scott* and staff designated in writing 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 Enterprise CRM Owner 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 spelled out in Section B. 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 words ORIGINAL and INVOICE 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).
   f. Purchase order number and/or contract number.

All invoices issued for services using hourly labor rates must also contain the following elements:
   a. An itemized summary showing the time billed, including each staff's hours, labor category, hourly rate and cost, and the total hours and cost.

Direct invoices to the following address:

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

College Park, MD 20742

Copy: University of Maryland College Park
 Attn: Benita F. Scott
 2113N Chesapeake Building
 4300 Terrapin Trail
 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.

4. Schedule of Payments

Payments are to be Net 30 after receipt of invoice by the University. Invoices shall be issued on a monthly basis.

5. 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.

6. 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: For Contractor: (please complete the following)

Benita F. Scott, MBA
Procurement and Business Services
University of Maryland
2113R Chesapeake Building
College Park, MD 20742-3111

   Email: bscott13@umd.edu

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 base term of this contract shall terminate one (1) years after the commencement date unless extended or sooner terminated in accordance with the contract. This could be a multiple-award contract as

deemed appropriate by the University. Even if a contract is awarded, the University is not obligated to assign work.

At the sole option of the University, the contract may be renewed for up to four (4) additional separately exercisable one-year terms under the same terms and conditions, with prices as quoted in accordance to Section B and accepted by the University of Maryland.

Hourly rates for labor categories shall remain firm for the initial contract period of one (1) year. Hourly rate increases will be considered upon request and at the sole option of the University prior to any contract renewal. Rate increase(s), if any, shall not exceed the Producer Price Index (PPI) for Series ID: **WPU456**, Series Title: **PPI Commodity data for Professional services (partial)-Information technology (IT) technical support and consulting services (partial), not seasonally adjusted**, as published by the Bureau of Labor Statistics, and available online at: https://data.bls.gov/timeseries/wpu456. figure for the preceding annual 12-Month Percent Change, or 3%; whichever is less. Requests for rate increases shall be made in writing by the vendor to the Department of Procurement and Strategic Sourcing within a minimum of thirty (30) days prior to the contract renewal date.

2. Insurance Requirements

A. General Requirements:

1. All insurance required to protect the Contractor and the University from liability   and all insurance required in accordance with applicable laws and regulations is   addressed herein.

2. The amount(s) of insurance coverage specified herein shall be the minimum amount(s) of insurance available to satisfy claims. The Contractor and his subcontractors (as applicable) shall purchase and maintain such insurance with limits of liability as specified herein; or as specified by the Procurement Officer   for the project; or as required by law; whichever is greater.

3. 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.

4. All insurance required shall be purchased and maintained with a company or   companies lawfully authorized to do business in the State of Maryland and shall   name the University of Maryland, College Park as "Additional Insured".
Insurance companies providing coverage herein shall have an AM Best rating of not less than A-VII or better.

5. The Contractor shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Contractor; by any subcontractor; by any

person employed by the Contractor or any subcontractor; or by anyone for whose acts the Contractor may be liable.

6. All required insurance policies shall be endorsed to provide sixty (60) days (ten (10) days if cancelled due to non-payment) prior written notice by certified mail of any material change, cancellation or non-renewal to:

> University of Maryland
> Department Of Procurement and Strategic Sourcing
> 2113-N Chesapeake Building
> College Park, MD 20742

7. Proof of the required insurance and endorsements shall be made by submission to the University, prior to commencement of the work, certificates of insurance and endorsements satisfactory to the University, The Contractor shall promptly furnish copies of required policies upon receipt of a request from the Procurement Officer.

8. All required coverage shall be maintained until final completion and closeout of the project as evidenced by final payment to the Contractor.

9. The Contractor shall defend, indemnify and save harmless the University System of Maryland and the University of Maryland, College Park and their respective officers, employees and agents from any and all claims, liability, losses and causes of action which may arise out of the performance by the Contractor, its' employees or agents, of the work covered by this contract.

B. Coverage Required:

1. Insurance coverage shall include:

a. General Liability: Coverage for general liability claims arising from operations of the Contractor, subcontractors and suppliers with such coverage, including, but not limited to: personal injury, completed operations ISO CG 20 10 and CG 20 37 or its equivalents, explosion and collapse hazard and underground hazard. Waiver of Subrogation in favor of the University is required. The minimum limits of such coverage shall be:

a) $2,000,000 Per Occurrence Limit
b) $4,000,000 General Aggregate Limit
c) $4,000,000 Products/Completed Operations Limit
d) See Excess/Umbrella Liability for additional requirements   No

exclusion for third party action over claims.

No exclusion for punitive damages.

b. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for

claims arising out of their use or operation. Waiver of Subrogation in favor of the University is required. The minimum limits of such coverage shall be:

      a) $1,000,000 Combined Single Limit
      b)   See Excess/Umbrella Liability for additional requirements

c.   Excess Liability / Umbrella Liability: Coverage for third party legal liability claims against the Contractor that exceed the per occurrence or general aggregate of these underlying policies: General Liability, Employers Liability and Automobile Liability. Should any claim exceed the specified limits for the underlying policies, this coverage is intended to cover the balance of the claim, up to the limit of the Excess/Umbrella policy. The minimum limits for such coverage are assigned below, based on the range of value of the agreement under which the Contractor is employed by the University:

Contract Volume	Excess / Umbrella Limit
Less than $10,000,000	$ 5,000,000
$10,000,001 to $25,000,000	$10,000,000
$25,000,001 to $50,000,000	$25,000,000
Over $50,000,000	$50,000,000*

*Or as otherwise specified by the Procurement Officer.

d.   Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of Contractor's employees. Contractor shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed. Waiver of Subrogation in favor of the University is required for Part B: Employers Liability. The minimum limits of such coverage shall be:

      a)   Part A: Statutory
      b)   Part B: Employers Liability
         * $1,000,000 Each Accident
         * $1,000,000 Disease, Each Employee
         * $1,000,000 Disease, Policy Limit
         c)   See Excess/Umbrella Liability for additional requirements

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. <u>Order of Precedence (within this contract)</u>
   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/Scope 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. <u>Bid Security or Performance Bond Requirements</u> – *Not Applicable to this Procurement*

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

1.   Statement of Work
The Statement of Work is defined in Section C Page 17 of this document.

2.   Compensation and Method of Payment
Total compensation is shown in Section A, Item 19 of this document. Method of payment is defined in Section G, Subsections 2 and 3 of this document.

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

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

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

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

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

8.   Truth-In-Negotiation Certification – *Not Applicable to this Procurement*

9.   Multi-Year Contracts Contingent Upon Appropriations

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

10.   Variations in Estimated Quantities

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

11.   Liquidated Damages – *Not Applicable to this Procurement*

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.   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.

22.   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.

23. 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.

24.   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 §7222) 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.

25.   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.

26.   Retention of Records

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by the University hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or designee at all reasonable times.

27.   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.

28.   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.

29. EPA Compliance

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

30. 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.

31. Maryland Law Prevails

The provisions of this contract shall be governed by the laws of Maryland without reference to its Conflicts of Laws rules.

32. 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.

33. MUCITA

The Maryland Uniform Computer Information Transactions Act (MUCITA), Maryland Code Annotated [Commercial Law] 22-101 through 22-816, does not govern this Agreement, except to the extent that section 22-104(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.

34. 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.

35. 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 then "Policies & Procedures", followed by "USM Procurement Policies & Procedures".

36.   Intellectual Property

Work for Hire

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

University Ownership of Deliverables and Related Materials

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

Intellectual Property Warranty and Indemnification.

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

contract, University shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

University Code and University Data

This Contract does not grant the Contractor any rights, title to or interests, including those under patent, copyright and trade secrets, or proprietary rights, in University Code or University Data other than those expressly granted to the Contractor in this Contract.

37. E-Maryland Marketplace

All vendors interested in conducting business with the University of Maryland must register at: emma.maryland.gov. Registration is free. eMarylandMarketplace™ is the State of Maryland's Internet-based procurement system. Registered vendors can access bid solicitations and receive email notification when new solicitations are posted.

38. Eligibility to Purchase

By submitting a proposal, Contractor agrees to extend the proposed price structure and discounts to any public body/Agency, public or private health or educational institution or any University related foundation with the understanding that such utilization is in accord with the public body/Agency, public or private health or educational institution's policies and procedures.

39. Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body/Agency, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the entities above to purchase at fees in accordance with the terms of the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity accessing the Agreement under this section and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive procurement processes as the need may be.

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.   Pre-Existing Regulations

The regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

43.   Indemnification

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.

44. Living Wage Requirements for Service Contracts – *Not Applicable to this Procurement*

45.   FERPA (Family Education Rights and Privacy Act)

1. In the course of providing services during the term of the contract, Vendor may have access to student "education records" that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.* and its implementing regulations. FERPA controls the release of, access to and use of "education records." To the extent

Vendor has access to "education records" under this contract, it is deemed a "school official," as those terms are defined under FERPA. Vendor agrees that it shall not use education records for any purpose other than in the performance of this contract. Vendor shall not disclose or share education records with any third party unless permitted by the terms of the contract or other applicable law. If subcontractors to Vendor have a need to access education records, Vendor shall require them to agree to maintain the confidentiality of education records to the same extent required of Vendor under this contract.

2. In the event any third party seeks access to education records, pursuant to FERPA or other relevant Federal or State laws or regulations, Vendor will immediately provide University with written notice of the request, unless prohibited by law or judicial and/or administrative order. Vendor shall not provide direct access to requested education records and shall not respond to such requests. University shall have sole responsibility to respond to third party requests Vendor receives for education records. Vendor shall retrieve such education records upon receipt of and in accordance with written directions from University and shall only provide requested records to University. Should Vendor receive a court order or lawfully issued subpoena seeking the release of education records, Vendor shall immediately forward such order or subpoena to University prior to releasing the requested records, if allowed by law or judicial and/or administrative order.

3. If Vendor experiences a security breach involving any education record, it will immediately give written notice to the University of the nature and scope of the breach and describe what steps it has already taken and will continue to take to limit and mitigate the security breach to the extent possible. The parties agree that if Vendor breaches any obligation under FERPA, the University may, in its sole discretion, cancel this contract and remove Vendor from consideration for future awards for a period of not less than five (5) years. Vendor hereby indemnifies and holds harmless University from and against any losses, claims, damages, liabilities and related expenses, including attorneys' fees and the cost to notify affected persons, incurred by University as a result of Vendor's violation of its FERPA obligations and security breaches that result in unauthorized access to education records.

46. Federal Grant/Cooperative Contract Flow down Clauses – *Not Applicable to this Procurement*

47.   Information Technology Accessibility
The University is committed to making its use of information technology compliant with all federal and state laws and requirements including but not limited to the provision for equally effective, equally integrated, and substantially equivalent ease of use for persons with disabilities, as required by the Americans with Disabilities Act (ADA). A product or service will be considered to have met the accessibility requirements based upon a review by the University or when the vendor documents that their product meets the requirement as described below. UMD reserves the right to test a vendor's product or service to validate the claims regarding compliance.

The Offeror shall provide a description detailing how the system is in compliance with the W3C Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. Documentation should include:

i. Description of complying features
   a. Description of how feature conforms to WCAG 2.0 Level AA
   b. If possible, submit certification from a 3rd party ii. Disclosure of noncomplying features
      a. Description of feature(s) and issue(s) resulting in noncompliance,
      b. a roadmap with timeframe for achieving compliance, and
      c. recommended plans for providing equal access that work around issue(s)

Information about the Web Content Accessibility Guidelines can be found at: http://www.w3.org/WAI/intro/wcag"

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

Section J - List of Attachments

The Request for Proposal includes the additional Attachments as outlined below.

Summary List of Technical Proposal Attachments in this Section

Attachment A – Reference Sheet
Attachment B – Partner/Subcontractor Identification Form
Attachment C – Accessibility Checklist
Attachment D – USMAI Current State Summary

Continued on the next page

Attachment A - REFERENCE SHEET

REFERENCE 1	
Name of Customer:	
Name of Customer Point of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service Provided:	
Justification of Similar Size and Scope:	

REFERENCE 2	
Name of Customer:	
Name of Customer Point of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service Provided:	
Justification of Similar Size and Scope:	

REFERENCE 3	
Name of Customer:	
Name of Customer Point of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service Provided:	
Justification of Similar Size and Scope:	

Attachment B - PARTNERS/SUBCONTRACTORS IDENTIFICATION FORM

IDENTIFY ALL PERTINENT COMPANIES THAT WILL BE PROVIDE SERVICE TO THE UNIVERSITY FOR THIS CONTRACT.

This Form must be submitted with the Technical Proposal by the due date and time of the scheduled opening.   Offerors must identify any other parties involved in this proposal, for each partner/subcontractor included in the proposal offerors must attach copies of any applicable Salesforce certifications, and at minimum of one (1) reference for each party listed on this form.

1. Partner/Subcontractor:
Name of Individual: Name of
Agency: Address:

Phone #:
Fax #:
E-Mail & Website Address:
800 Phone #:
Office Hours:

2. Partner/Subcontractor:
Name of Individual: Name of
Agency: Address:

Phone #:
Fax #:
E-Mail & Website Address: 800
Phone #:
Office Hours:

3. Partner/Subcontractor:
Name of Individual: Name of
Agency: Address:

Phone #:
Fax #:
E-Mail & Website Address: 800
Phone #:   Office
Hours:

Attachment C – Accessibility Checklist

Purpose
The University of Maryland is committed to providing an accessible, usable, and integrated experience for all people. To that end, it is important that electronic information technology (EIT) comply with the standards set forth in the UMD Web Accessibility Guidelines (i) WCAG 2.0 AA for Web-based products; and (ii) section 508 of the Rehabilitation Act of 1973, for non-web-based products.

The University of Maryland Web Accessibility Policy requires that:
All Web-based information newly adopted or redesigned by any university administrative, academic, or programmatic unit on or after the establishment of this policy must be in compliance with the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) Version 2.0 [A and] AA conformance level. "Web-based information" includes Web pages, Web content (hypertext, videos, documents, images, audio files, etc.), Web-based applications, online instructional content, services, and resources, including those developed by, maintained by, or offered through third-party vendors or open sources.
This evaluation has the purpose of determining the potential risk that a person with a disability will be impacted by being unable to use all or some functions of the product.

In order to proceed with Accessibility Evaluation vendors are required to:
1. Complete this Vendor Accessibility Checklist.
2. Provide Accessibility documentation such as a Voluntary Product Accessibility Template (VPAT), or other accessibility evaluation demonstrating how product meets accessibility standards and guidelines (such as WCAG 2.0 A and AA).
3. Provide a roadmap and workarounds for features and functionality that don't meet accessibility standards.
4. The vendor must sign and agree with the terms in the IT Accessibility Contract Addendum

Potential Impact:
Users:
*Usage***:**
Availability of alternative technology:

Links to Product Accessibility information:

Accessibility Assessment Questions

Item	Assessment Questions	Yes/No	Response	Directions for completion

1	Is there a senior official and/or office in your organization that is directly responsible for the oversight and implementation of accessibility testing and policies at the organization?			Please provide contact and explain the current structure for accessibility oversight and implementation at your organization. If you don't have a senior official and/or office, please

				explain the procedures you follow to ensure oversight and implementation of accessibility policies at your organization.
2	Has your company completed a VPAT of your product?			If yes, please provide documentation with product assessment using the Voluntary Product Accessibility Template (VPAT) and answer items 3-14. If no, please indicate when the VPAT will be completed, or present alternative documentation demonstrating how your product meets WCAG and/or section 508 accessibility guidelines.
3	Did you test your product against WCAG?			Please explain if you are testing against WCAG 2.0 or 2.1 and what level (A, AA and/or AAA).
4	Did you test your product against section 508 standards?			Please explain.
5	VPAT Report Date			If the VPAT was completed more than one year from the completion of this checklist, please indicate when your current VPAT will be updated.
6	Is this VPAT made for this product?			If not, please explain how this VPAT relates to this product, and when a VPAT of this product will be completed.
7	What is the version of the product tested in the VPAT report?			
8	What version of this product UMD plans to procure?			Please explain in detail the product version and interface (e.g., type of user such as student, faculty, admin, other) tested for the completion of this VPAT).
9	What product interfaces were tested for this VPAT?			
10	Is the version that UMD plans to procure the same as the version used to complete VPAT?			If no, please explain when a VPAT of the required version will be available.

11	Was your VPAT completed by a third-party accessibility company or internally by your accessibility team?			If a third-party completed the VPAT, please indicate the name of the organization.
12	Was manual testing, adaptive technology and user testing completed?			If yes, please explain the types of testing completed. If not, please explain when your company plans to include manual testing, adaptive technology and user testing, as part of the accessibility testing process.

13	Has the product been tested by users with a disability?			If yes, describe your testing procedures and what disability groups tested your product. If not, please indicate your plans to include testing with users with disabilities.
14	Do you have a roadmap for fixing accessibility issues identified in the VPAT?			If yes, please submit the roadmap as an appendix to this checklist. If no, please indicate when you will have your roadmap complete.
15	Do you have another document demonstrating how your product meets accessibility standards/guidelines?			If yes, please attach any additional accessibility testing reports or documents.
16	Do you have public documentation or website directed to your users, where they can find information on accessibility features, workarounds and updates?			If yes, please attach links to documents and/or websites containing additional accessibility information for users. If no, please indicate if you have plans to include public accessibility information on your site directed to users.
17	Is your company's main website, and all materials available for user support and training (e.g., user guides, webinars, videos, support documents and tutorials) and content linked to its web pages including social media, in compliance with WCAG 2.0 AA?			If no, please indicate the roadmap to meet WCAG 2.0 AA compliance.
18	What is the process users need to follow to request any material or content from your site in alternative format?			Describe your procedures in detail.
19	What is the process that your company uses to assess and maintain your product and all websites for accessibility compliance?			Describe your processes and procedures in detail.
20	What is the system used to report and address accessibility problems to the company?			Describe your procedures in detail.

21	What is the company's timeframe to review reports for accessibility problems and make changes to fix the reported accessibility problem?			
27	Has your organization undergone an independent accessibility review? When was the last review completed, by whom, and what were the results?			Indicate the name of the organization and the date of completion of the review, and provide the results of the review.
28	Does your organization have a review and update process that ensures ongoing records accessibility compliance as your service evolves, and/or ADA/sec WCAG/508 requirements change?			Describe your processes and procedures in detail.
29	Are employees at your organization trained on accessibility compliance?			Explain when and how training is conducted, by whom, and how often.
30	OTHER			Please provide any additional information you may see relevant to indicate accessibility compliance.

Attachment D – USMAI Current State Summary

About the University System of Maryland and Affiliated Institutions (USMAI) Library Consortium

The University System of Maryland and Affiliated Institutions (USMAI) Library Consortium is a consortium of 17 academic libraries in the State of Maryland (see list below). Its purpose is to support effective access to library resources, provide and promote a range of services, leverage expertise, and maximize benefits to the individual libraries of the member institutions. USMAI supports the shared mission of our member campuses to contribute to the intellectual and cultural growth of our students, faculty, and staff.

The libraries range in size from the flagship University of Maryland, College Park (UMCP) campus with eight physical libraries to a two-room facility at the University of Maryland, Center for Environmental Science (UMCES). Campuses are located across the state. Consortium funding is provided by annual contributions from the participating member libraries.

Several unique arrangements exist within the consortium that are accommodated within the ILS. Loyola-Notre Dame Library is a single library serving two independent colleges. University of Baltimore and University of Maryland, Baltimore both have multiple, independent USMAI member libraries within their institution. The University System of Maryland (USM) also includes several regional centers. Some of these have a library presence with varying relationships to the consortium. UMCES is a separate institution and a separate USMAI member library, but almost all of its patrons are affiliated with UMCP. The Universities at Shady Grove's Priddy Library and the University System of Maryland at Hagerstown serve multiple USM institutions and maintain their own library collections and services but are not USMAI member libraries; they participate through UMCP and Frostburg State University (FSU) respectively.

The consortium is governed by the Council of Library Directors, consisting of the Director of each member library, and an executive director. The consortium's staff are hosted at various member libraries, with the consortium's systems team (9 FTE) hosted at the UMCP campus. The majority of procurement and financial activities are administered through the Libraries at UMCP.

Institution	BIB Count	Item Count	FTE Enrollment	Staff Size
Bowie State University (BSU)	143,381	214,633	6,250	14
Coppin State University (CSU)	90,227	187,638	2,348	12

Frostburg State University (FSU)	533,801	625,335	3,977	19 staff 10 student workers
Loyola-Notre Dame Library (LNDL)	374,217	463,794	5,819	30
Morgan State University (MSU)	329,915	537,257	6,977	34
Salisbury University (SU)	423,909	499,831	7,509	34 staff 20 student workers
St. Mary's College of Maryland (SMCM)	142,727	223,651	1,464	10 staff 12 student workers
Towson University (TU)	618,230	732,737	17,654	50 staff 20 student workers
University of Maryland, Baltimore County (UMBC)	1,051,198	1,347,118	11,368	46 staff 8 student workers
University of Baltimore (UB)	128,035	145,596	2,072	50
University of Baltimore Law Library (UBLL)	253,269	135,320	633	9 staff and ~16 student workers
University of Maryland, Baltimore Health Sciences and Human Services Library (HS/HSL)	176,936	195,034	5,857	54
University of Maryland, Baltimore Law Library (UMLL)	203,571	348,805	708	25
University of Maryland Center for Environmental Science (UMCES)	197,675	213,182	80	2

University of Maryland Global Campus (UMGC)	177,955	178,001	13,717	21
University of Maryland, College Park (UMCP)	6,305,796 (reported to ARL) 3,034,662 (Aleph count)	7,251,819 (reported to ARL) 4,718,782 (Aleph count)	37,759	175 CP Staff 5 SG Staff 6 CLAS Staff 250 student workers
University of Maryland, Eastern Shore (UMES)	308,957	366,523		17

Current ILS Environment

USMAI libraries share a single Aleph ILS, version 23, from Ex Libris Group. The ILS is administered and managed from the Digital Services and Technologies Division housed at McKeldin Library, University of Maryland, College Park. Currently there are 557,558 borrowers and 1,862 staff user accounts defined in Aleph. All 17 libraries share a single bibliographic database, item database, and patron database. The total number of shared bibliographic records is 4,356,032. The Aleph OPAC includes a global view of all USMAI libraries' collections, as well as individual views of each libraries' collection.

All libraries use Aleph to manage the circulation of their general collections. The average annual total loan count for USMAI from FY16-FY19 was 467,245 with usage steadily declining year-over-year. FY20 and FY21 loan counts decreased dramatically due to the pandemic. FY22 is expected to more closely align with the FY16-FY19 trend. UMCP Libraries' collections accounted for over half of the total loans (265,862), while two locations (UMCES and UMGC) do minimal loans of their own materials (averaging 25 and 15 annual loans per year).

Several libraries use self-check machines from various vendors. These operate using the SIP2 protocol for interfacing with Aleph.

Authentication Services
Most libraries use a single sign-on (SSO) method to authenticate their patrons within the Aleph OPAC. These campuses maintain their own identity provider (mostly Shibboleth, with a couple switching recently to Microsoft Azure). Patrons from non-SSO campuses log in using internal Aleph credentials (barcode and last name). Importantly, non-SSO campuses rely on Aleph as a Shibboleth identity provider for remote e-resource access through EZproxy.

Library Application Integrations
Very few integrations with other library applications exist. All libraries are able to integrate ILLiad with Aleph using NCIP, though it requires some configuration compromises and the full functionality desired is not available. Two libraries have implemented this integration, which allows them to

circulate items borrowed from libraries outside of USMAI to local patrons in Aleph. Additionally, UMCP has an integration with Caiasoft for managing requests, accession, and inventory at their high-density storage facility (Severn Library). This is accomplished through locally-developed middleware that pulls circulation requests, item data, and bibliographic data from Aleph and, using available Caiasoft APIs, sends it to Caiasoft on a regular basis.

Special Collections Environment and Integrations
USMAI member libraries procure and maintain their own special collections technical infrastructure. Thus, a wide variety of applications with few integrations with Aleph exist. Currently only UMCP's implementation of Aeon is integrated with Aleph, utilizing SFX to transmit requests for special collections materials from the Aleph OPAC into Aeon for management by special collections staff. Several libraries are using, or are planning to use, Archives Space for managing special collections. A desire to integrate this system with the ILS has been expressed but not fully explored.

Vendor Service Integrations

USMAI systems integrate with vendor data services in a variety of ways. Automated EDI invoice services from **GOBI Library Solutions**, **EBSCO**, and **Harrassowitz** are configured to automatically generate invoice records in the Aleph ILS. **GOBI Library Solutions** and **OCLC PromptCat** bibliographic data services are also configured to generate bibliographic, holding, and item records for physical items, e-book acquisitions, and shelf-ready items. Furthermore, these bibliographic loaders are configured to generate order and invoice records for purchased items. **Marcive's** GPO Database and Shipping List Service are used to load government document records into Aleph. LTI's authority control service had been used up until the company went out of business; after an in-depth exploration of replacement services, USMAI chose not to implement a new service for authorities cleanup. All data transfers to/from vendors are sent via (S)FTP using scheduled jobs to retrieve records.

Course Reserves Environment

USMAI libraries use Aleph to circulate physical course reserves materials. Four libraries use built-in Aleph course reserves functionality. For these libraries, patrons are able to search available course reserves via the Aleph OPAC by attributes such as instructor name, course number, and resource title. Several libraries use, or in the process of implementing, ARES. Others use Springshare or home-grown systems.

Systems for managing e-reserves are procured and maintained independently. ARES is the most commonly used system within USMAI. Other solutions include Springshare and using the campuses' learning management system. ShareStream is used by UMCP for streaming media reserves.

Reporting Environment

Most standard, ad hoc, and scheduled report requests are fulfilled by USMAI's systems librarians by running locally-developed SQL query scripts or pre-built Aleph utilities directly against the Aleph database. These reports are made available through the Aleph staff client. Additionally, many reports are generated regularly and published to the web (catalog.umd.edu/reports).

USMAI is also in the early stages of developing a consortial data warehouse environment that allows library staff at each member library to build their own reports. Currently, collections data is extracted from Aleph on a monthly basis and loaded into the data warehouse. Each library has their own

environment for creating, scheduling, and storing their reports. Consortial staff can create reports and report templates for sharing with all libraries.

Campus Systems Environment

USMAI libraries' parent institutions operate independently and therefore a wide array of campus systems are in use with varying degrees of "connectedness" to the Aleph ILS. The majority of libraries have regular, automated loads of their patrons from their HR/people system into Aleph. Fines and fees for many campuses are extracted and sent to the campus financial system. Payment of USMAI licensed database subscriptions are also managed in Aleph and sent to UMCP's financial system on a nightly basis.

Institution	Financial System	HR System	Learning Management System
Bowie State University	PeopleSoft 9.2	PeopleSoft	Blackboard
Coppin State University	PeopleSoft	PeopleSoft	Blackboard
Frostburg State University	PeopleSoft (moving to Workday)	PeopleSoft CS	Canvas

Loyola-Notre Dame Library	LNDL: Quickbooks LUM: Ellucian Colleague NDMU: Ellucian Colleague	Ellucian Colleague (for both)	LUM: Moodle NDMU: Brightspace & Canvas
Morgan State University	State of MD POSC	Banner	Canvas
Salisbury University	PeopleSoft CS and PeopleSoft Financials	PeopleSoft CS and PeopleSoft HR	Instructure Canvas

St. Mary's College of Maryland	Jenzabar, but migrating to "CampusNexus Finance and Operations" from Anthology next year	Jenzabar, but migrating to "CampusNexus Finance and Operations" from Anthology next year	Blackboard & Google Classroom
Towson University	PeopleSoft 9.2 moving to Oracle in 2022	PeopleSoft	Blackboard
UMBC	PeopleSoft Financials; Procurement uses an online eProcurement system called PAW Procurement System (JAGGAER is the vendor)	PeopleSoft	Blackboard
University of Baltimore	PeopleSoft	PeopleSoft	Sakai
University of Baltimore Law Library	PeopleSoft Financials	PeopleSoft	Sakai & TWEN
University of Maryland, Baltimore Health Sciences and Human Services Library	Homegrown, Oracle cloud based	Oracle PeopleSoft	Blackboard
University of Maryland, Baltimore Law Library	Oracle/Peoplesoft	Microsoft Active Directory	Blackboard
University of Maryland Center for Environmental Science	KFS	PHR	Moodle
University of Maryland Global Campus	WorkDay	PeopleSoft	D2L
University of Maryland, College Park	Kuali (KFS), moving to WorkDay	PHR & SIS, moving to WorkDay	Canvas

University of Maryland, Eastern Shore	Kuali	(no response)	Blackboard

Consortial Resource Sharing

USMAI libraries participate in a highly integrated resource sharing network that provides the patrons of each member library unmediated access to the other libraries' circulating physical collections. Structured around USMAI's shared integrated library system and established operating agreements, USMAI libraries' patrons can walk into any library to check out materials or request materials from any library online through the Aleph OPAC using a single library account.

Requests are managed in Aleph. Patrons place requests at the title level and requests are then moved to a specific item through a highly configured and customized Aleph utility referred to as "the balance program". Each USMAI library can define which items are available to patrons at other USMAI libraries, as well as participating items' loan periods, through a combination of patron and item statuses.

	FY17	FY18	FY19	FY20	FY21
Resource Sharing Loan Count	41614	44115	41298	28253*	8261*

* Loan counts were impacted by paused and restricted resource sharing during the COVID-19 pandemic.

Interlibrary Loan

All USMAI libraries use ILLiad as ILL management software. Eight USMAI libraries share an OCLChosted instance of ILLiad. Additionally, USMAI centrally funds RapidILL, and 14 USMAI libraries participate in a "Maryland" pod.

Current Discovery Services

All USMAI libraries have access to their own instances of EBSCO Discovery Service (EDS) and WorldCat Discovery. Most (12) use EDS as their primary discovery layer; three primarily use WorldCat Discovery; two actively use both. A full file of bibliographic and holdings data from Aleph is sent to EBSCO monthly, with daily updates in between, to populate the EDS catalogs. Both discovery layers retrieve availability information from Aleph on the fly using Z39.50 and link into the Aleph OPAC for patron-placed-holds and my account features. Eight of the libraries automatically export SFX holdings to populate the EBSCO KB for EDS. For both discovery platforms, each library has access to their own environment that they can configure and customize, including establishing third-party integrations.

Institution	EBSCO Discovery Service	WorldCat Discovery
Bowie State University	X	

Coppin State University	X	
Frostburg State University	X	
Loyola-Notre Dame Library	X	
Morgan State University	X	
Salisbury University		X
St. Mary's College of Maryland	X	
Towson University	X	
UMBC	X	
University of Baltimore	X	X
University of Baltimore Law Library	X	X
University of Maryland, Baltimore Health Sciences and Human Services Library	X	
University of Maryland, Baltimore Law Library	X	
University of Maryland Center for Environmental Science		X
University of Maryland Global Campus	X	
University of Maryland, College Park		X
University of Maryland, Eastern Shore	X	

E-Resources and Management
Consortially-Licensed Packages and Management

USMAI manages a portfolio of consortially-licensed e-resources that are available to all USMAI libraries. Currently, the pricing and license terms for these shared resources are negotiated and procured by a dedicated e-resources consortial staff person. However, the license agreements are signed by and billed centrally through our fiscal partner, and largest member library, University of Maryland, College Park, as the consortium lacks signatory authority and fiscal processing capabilities and therefore, cannot sign product license terms on behalf of its members nor bill them directly.

The consortium manages these central resources via an external e-resources management system called Consortia Manager, where libraries can log into a portal and check their pricing contributions to these

eresources as well as review license information. This ERMS has the capability to calculate pricing based on each library's contribution to centrally-funded resources.

In addition to managing centrally-funded e-resources, the consortium negotiates pricing for select agreements for opt-in purchasing for USMAI libraries. Vendors and libraries make those transactions directly.

The USMAI consortium also partners with and maintains consortial memberships with external consortium partners to offer additional opt-in e-resources and services for our members including the Center for Research Libraries, Maryland Digital Library Consortium/LYRASIS, and the Interuniversity Consortium for Political and Social Research (ICPSR). Those organizations negotiate, license, and invoice or assist with invoicing directly with our member libraries for opt-in resources. Some USMAI libraries have their own consortial partnerships outside of USMAI and USMAI-partnered organizations as well.

Local ERM Practices

USMAI libraries have independent and varied means of managing licensed e-resources. Overall, there is significant opportunity to improve each libraries' efficiency and effectiveness in managing licensed e-resources. Several USMAI libraries are participating in the development of ROAM (https://roam.plus), but it is not yet fully functional for their needs.

Link Resolvers and Knowledge Bases

Historically, SFX is the consortially-supported and hosted link resolver. While many USMAI libraries use it, the tools used have diversified as they become more integrated with discovery environments. Link resolver solutions from both EBSCO and OCLC are provided by USMAI and used exclusively or in combination with SFX. USMAI libraries maintain as many as four KB solutions to fulfill link resolution, citation searching, and A-Z journal list functionality.

Institution	ERM	Link Resolver/KB
Bowie State University	N/A	SFX
Coppin State University	Spreadsheet Network storage	SFX
Frostburg State University	ROAM	SFX
Loyola-Notre Dame Library	ROAM	EBSCO Holdings Management
Morgan State University	ROAM	SFX

Salisbury University	ROAM	SFX OCLC Link Resolver WorldCat KB
St. Mary's College of Maryland	Excel Spreadsheet Network storage	SFX EBSCO Holdings Management / Full Text Finder
Towson University	ROAM (in development) Network storage SharePoint	SFX (primary Link Resolver) EBSCO Holdings Management WorldCat local holdings Serials Solutions
UMBC	ROAM (in development) Cloud storage	SFX EBSCO Holdings Management EDS Custom Links
University of Baltimore	ROAM (in development), network storage	SFX
University of Baltimore Law Library	N/A	SFX
University of Maryland, Baltimore Health Sciences and Human Services Library	Spreadsheet	SFX
University of Maryland, Baltimore Law Library	N/A	SFX
University of Maryland Center for Environmental Science	N/A	SFX OCLC Link Resolver (for University of Maryland College Park resources)
University of Maryland Global Campus	N/A	SFX

University of Maryland, College Park	OCLC License Manager EBSCO Usage Consolidation	OCLC Link Resolver WorldCat KB
University of Maryland, Eastern Shore	N/A	SFX

Digital Asset Management systems (DAMS)

USMAI institutions use a variety of digital asset management systems (DAMS) to meet their storage, description, and dissemination needs for digital records and archives. Distinct among them is **MDSOAR**, the Maryland Shared Open Access Repository (https://mdsoar.org/), a DSpace-based institutional repository platform that hosts open access collections for eight USMAI institutions (11 institutions total, including non-USMAI partners). MD-SOAR is hosted at the University of Maryland College Park and is supported by the Consortial Library Applications Support (CLAS) team. Collections on MD-SOAR include electronic theses and dissertations; faculty scholarly publications and research data; institutional publications and grey literature; student publications; and digitized archival holdings.

Campus-specific DAMS are listed in the table below. Systems identified for future implementation are indicated with an asterisk (*).

Institution	Digital Asset Management Systems
Coppin State University	CONTENTdm
Frostburg State University	DSpace (MD-SOAR)
Loyola-Notre Dame Library	Preservica
Morgan State University	DSpace (MD-SOAR)
Salisbury University	DSpace (MD-SOAR), Internet Archive
St. Mary's College of Maryland	DSpace (MD-SOAR), CONTENTdm, Archivists' Toolkit, ArchivesSpace*
Towson University	DSpace (MD-SOAR), Quartex, Archive-It, ArchivesSpace
UMBC	DSpace (MD-SOAR), CONTENTdm, PastPerfect

University of Baltimore	DSpace (MD-SOAR), ArchivesSpace, Omeka
University of Baltimore Law Library	ScholarWorks (Digital Commons, by bepress)
University of Maryland, Baltimore Health Sciences and Human Services Library	DSpace (hosted by Atmire)
University of Maryland, Baltimore Law Library	Digital Commons, by bepress
University of Maryland Global Campus	CONTENTdm
University of Maryland, College Park	DSpace (DRUM: https://drum.lib.umd.edu/), Fedora, Avalon, Internet Archive, Archive-It

External Relationships

In addition to USMAI, most libraries have other external relationships that require management to a greater or lesser degree in Aleph.

OCLC

All libraries maintain holdings in OCLC WorldCat. WorldCat holdings can be automatically set for items added to Aleph via an Aleph scheduled job.

Eastern Academic Scholars' Trust

In 2020, thirteen USMAI libraries joined EAST (https://eastlibraries.org/), committing items in their collections to long-term retention. These retention agreements are stored in Aleph's holdings records and displayed in the Aleph OPAC. Retained items can be excluded from (or included in) batch jobs and reports based on stored data. The current retention agreements run until 2031. Membership in EAST includes membership in Rosemont Shared Print Alliance (https://rosemontsharedprintalliance.org/) and Partnership for Shared Book Collections (https://sharedprint.org/), both of which provide access to collection comparison/analysis tools and resources to aid in filling gaps across consortia. All of these shared print relationships rely on data maintained and accessible by the ILS.

Big Ten Academic Alliance (BTAA)

As a Big Ten institution, UMCP Libraries participate in the BTAA. UMCP engages in resource sharing with other BTAA institutions, as well as e-resource licensing. The collections of other BTAA libraries are currently exposed for discovery through UMCP's instance of WorldCat Discovery, with delivery through OCLC Relais D2D and ILLiad. The BTAA collections are not available to other USMAI

libraries. Patrons from BTAA institutions (and others with which UMCP has reciprocal borrowing agreements) can also physically visit UMCP Libraries to borrow materials; these patron accounts and loans are maintained within Aleph.

UMCP also participates in the BTAA Cooperative Cataloging Program, where they catalog other institutions' items directly in OCLC, bypassing entry in Aleph.

Baltimore Area Library Consortium (BALC)

Several USMAI libraries in the Baltimore area participate alongside non-USMAI, Baltimore-area libraries in a reciprocal borrowing consortium. Patrons from other participating institutions can physically visit any other participating library to borrow their materials. For USMAI libraries, loans of these items are maintained within Aleph.

RapidILL

USMAI procures RapidILL on behalf of its members, and 14 USMAI libraries choose to participate in RapidILL pods. Extracts for print serials and monographs are supplied from Aleph for updating RapidILL holdings. These extracts are performed as requested with CLAS systems librarians uploading the extracted data to RapidILL. For e-resources, holdings are extracted from SFX (or other KB) and uploaded by staff at USMAI libraries.

Docline

DOCLINE is the National Library of Medicine's interlibrary loan (ILL) request routing system. The purpose of the system is to improve access to biomedical literature for libraries in the Network of the National Library of Medicine (NNLM) and beyond.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

Section K – Representations, Certifications and other Statements

BID/PROPOSAL AFFIDAVIT

_____ **(Company Name)**

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

C. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

D. 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):

_____

_____

_____.

E. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

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

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

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

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

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

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

_____

_____

_____.

F. 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).

_____

_____

_____.

G. 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):

_____

_____

_____.

H. 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.

I. 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.

J. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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.

K. 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.

L. 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:
_____
(print name of Authorized Representative and Affiant)

_____
(signature of Authorized Representative and Affiant)

_____ **(Company Name)**

CONTRACT AFFIDAVIT

_____ (Company Name)

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):
(1) Corporation — ☐ domestic (**with a presence in Maryland**) or ☐ foreign (**no Maryland presence**);
(2)   Limited Liability Company — ☐ domestic or ☐ foreign;
(3)   Partnership — ☐ domestic or ☐ foreign; (4) Statutory
Trust — ☐ domestic or ☐ foreign;
(5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together   with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF NO MARYLAND PRESENCE) filed with the Maryland State Department of Assessments and Taxation is:

Name: _____
Department ID Number: _____
Address: _____

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

Name and Department ID Number: _____
Address: _____ .

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. *NOTE: The forms for registration are available from the website http://www.dat.state.md.us/sdatweb/sdatforms.html* For further help call (410) 767-1340 or **email** charterhelp@dat.state.md.us.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $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.

NOTE: The financial disclosure form is available under on the following web site: http://www.sos.state.md.us/PublicDisclosure.aspx.   For further information, go to www.sos.state.md.us

D. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

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

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

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

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

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

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

   (i)   The dangers of drug and alcohol abuse in the workplace;
   (ii)   The business's policy of maintaining a drug and alcohol free workplace;
   (iii)   Any available drug and alcohol counseling, rehabilitation, and employee
           assistance programs; and
   (iv)   The penalties that may be imposed upon employees who abuse drugs
           and alcohol in the workplace;

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

(h)   Notify its employees in the statement required by §E(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
     §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(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.

E. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 2014, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By:
_____
(print name of Authorized Representative and Affiant)

_____
__
(signature of Authorized Representative and Affiant)

_____ **(Company Name)**

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 sub consultant 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:** _____
                                        (Signature of Authorized Representative and Affiant)

Printed Name: _____

Title: _____

Company Name: _____

Federal Employer Identification Number (FEIN): _____

PRINCIPLES OF SOCIAL RESPONSIBILITY and
             SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION

I. Principles of Social Responsibility

A.   As provided for in Section VIII. C. of the University System of Maryland Procurement Policies and Procedures, the University is required to make purchases from and award contracts to "responsible" contractors. The Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics to determine if a bidder or offeror is responsible. The University has determined that a bidder or offer's record of integrity and business ethics includes a demonstrated commitment to providing goods and services in an ethical, and socially and environmentally responsible manner by compliance with all applicable:

> (1)   Federal and state labor relations and employment laws;
> (2)   Federal and state non-discrimination in employment laws;
> (3)   State of Maryland Commercial Nondiscrimination laws; (4) State of Maryland, Minority Business Enterprise ("MBE") laws; and,
> (5) Federal and state health, safety and environmental laws.

The above laws are referred to as "Social Responsibility Laws." The bidder or offeror's compliance with the above laws is referred to as "Social Responsibility."

B.   Each bidder or offeror shall complete a Social Responsibility Affidavit, in the form that follows, as part of a bid or proposal submitted to the Procurement Officer in response to any solicitation to furnish goods or services of any kind including, but not limited to architectural or engineering services; construction; construction related services; maintenance; consulting; information technology (hardware, software and services); equipment or other commodities.

C.   The Procurement Officer shall consider information provided in the Social Responsibility Affidavit to determine if a bidder or offeror is responsible. A determination that a bidder or offeror is not responsible may be considered as the basis for eliminating that bidder or offeror from further consideration for a contract award.

D.   After award, the University may terminate a contract for default if the bidder or offeror did not disclose the requested information; misrepresented relevant information to the Procurement Officer; or was subject to a final judgment of non-compliance with applicable Social Responsibility Laws post-award. In such cases, the University may also institute proceedings to debar the vendor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE

A.   The bidder or offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws 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 or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

B.   CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS

        I HEREBY AFFIRM THAT:

(1)   There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for noncompliance with federal or state labor relations and other employment laws or regulations, including but not limited to the National Labor Relations Act, as amended; the Davis-Bacon Act, as amended; the Fair Labor Standards Act, as amended; the Maryland Living Wage law, State Finance and Procurement Article, §18-101 et seq., Annotated Code of Maryland; the Maryland Prevailing Wage law, State Finance and Procurement Article, §17-201 et seq., Annotated Code of Maryland; federal and state child labor laws; federal minimum wage laws and; the Family Medical Leave Act, except as follows (explain below or add additional sheets):

_____

_____

_____

_____

(2)   There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as follows (explain below or add additional sheets):

_____

_____

_____

(3)   There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article, §19-101 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

_____

_____

_____

(4)   There have been no instances during the last five years of failure by the bidder or offeror to meet mutually agreed upon goals for minority business participation (MBE) on projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

_____

_____

_____

(5)   There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state health, safety or environmental laws or regulations , including but not limited to the U.S. Occupational Safety and Health Act standards; Maryland Occupational Health and Safety laws, State Labor and Employment Article, § 5-101 et seq., Annotated Code of Maryland, or the Federal Noise Control Act of 1972, except as follows (explain below or add additional sheets):

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: _____
                               (print name of Authorized Representative and Affiant)

_____
(signature of Authorized Representative and Affiant)

_____ **(Company Name)**

CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN
Ref: Maryland Board of Public Works Advisory Number 2013-1

1.   The undersigned of _____ (Contractor) certifies that, in accordance with State Finance & Procurement Article, §17-705:

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

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

Or

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

_____
_____
_
_____
_
_____
_____
_____
_
_____
_
_____
_____

_____   _____
Signature: Date Signed:

_____ _____ Name of
Authorized Representative: Title:

NOTE: See http://bpw.maryland.gov/Pages/Debarments.aspx for the list of Companies Engaged in Investment Activities in Iran. Further information on the BPW Advisory 2013-1, Investment Activities in Iran, is available at http://bpw.maryland.gov/Pages/adv-2013-1.aspx

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 offerors have met the basic requirements of the RFP. Failure to comply with any mandatory requirement will normally disqualify a offeror'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 offerors 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 Offeror must satisfy and explicitly respond to ALL the requirements and specifications, including a detailed explanation of how each item listed in the requirements and specifications is to be met. The last phase of this technical evaluation will be the ranking by the Committee of each qualified proposal on technical merit.

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

Misinterpretation of requirements and specifications by the Offeror shall not relieve the Offeror 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 Offeror'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. Financial Proposals will be evaluated based on the proposed cost. To assist in the evaluation, UMD will consider the cost and pricing data provided.

E.   BASIS OF AWARD

Financial rankings of proposals will be combined with the corresponding technical ranking to determine a final ranking for each proposal. **Technical merit will have greater weight than price**. The more closely proposals are ranked technically, the more important price will become. 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. Offerors should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

Offerors 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 offerors 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.