

University of Maryland College Park



Request for Proposal (RFP) No. 129403 University of Maryland Institute of Advance Computer Studies (UMIACS) For: Website Redesign

ISSUING OFFICE: UNIVERSITY OF MARYLAND COLLEGE PARK
2113N Chesapeake Building
4300 Terrapin Trail | College Park, MD 20742
301-405-5840

Issue Date:	September 13, 2022
Pre-Proposal Conference:	September 22, 2022 at 12PM (EST)
Deadline for Questions:	September 29, at 3PM (EST)
Proposal Due Date:	October 10, 2022 at 12PM (EST)

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

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

Table of Contents

PART I - THE SCHEDULE

Section A-1 - Solicitation / Contract Form	1
Section A-2 - Instructions, Conditions and Notices to Contractors	3
A. Issuing Office.....	3
B. Background.....	3
C. Purpose.....	4
D. Master Agreements	5
E. Pre-Proposal Conference	5
F. Questions.....	5
G. Submission of Proposals.....	5
H. Closing Date.....	6
I. Late Proposals.....	6
J. Duration of Proposal Offer	6
K. Amendments to the RFP	7
L. Alternate Proposals	7
M. Economy of Preparation	7
N. Unable to Propose	7
O. Public Information Act Notice.....	7
P. Two Volume Proposal	8-14
Q. Cancellation of the RFP	15
R. Oral Presentations	15
S. Solicitation, Proposal, Acceptance, Award and Discussions.....	15
T. Evidence of Responsibility	16
U. Electronic Funds Transfer (EFT).....	16
V. Formation of Agreement/Contract with Successful Contractor.....	16
W. Debriefing of Unsuccessful Proposers.....	16
X. Contract Implementation Meeting.....	17
Y. Notice to Offerors – Small Business Reserve Procurement	17
Z. Living Wage Requirements	17
AA. Economic Benefits for the State of Maryland.....	17
AB. Contractor Reporting of Suspected Child Abuse and Neglect	17
AC. Items Ordered and Delivered	17
AD. Commercial Non-Discrimination Clause.....	17-18
Section B - Pricing	19-20
Section C - Statement of Work/ Implementation	21
1. Statement of Work.	21
1.1 – Products & Services.....	21
1.2 - Objectives	21
1.3 - Statement of Needs	21-22
1.4 - Accessibility	23
2. Implementation	24-26

Section D - Contract Administration Data	21-22
1. Roles of the University of Maryland Program Manager and UMIACS Procurement Officer ..	26
2. Invoicing	26
3. Schedule of Payments	27
4. Assignment	27
5. Notices	27

Section H - Special Contract Requirements	28
1. Acceptance of Terms and Conditions	28
2. Term of Contract.....	28
3. Contractors with Zero/Low Sales	29
4. Reporting Requirements	29
5. Insurance Requirements.....	29-32
6. Parking	32
7. Minority and Disadvantage Business Enterprise (MBE) Notice	33
8. Order of Precedence (within this contract)	38

PART II - MASTER LMS SOFTWARE & SERVICES AGREEMENT

(Provided as a separate document)

PART III – REPRESENTATIONS, INSTRUCTIONS, & ATTACHMENTS

1. Section K – Representations, Certifications, and other Statements.....	45
2. Bid/Proposal Affidavit.....	45
3. Contract Affidavit.....	50
4. Conflict of Interest Information	54
5. Conflict of Interest Affidavit and Disclosure	55
6. Principles of Social Responsibility and Social Responsibility Affidavit Information	56
7. Social Responsibility Affidavit and Disclosure.....	57
8. Certification Regarding Investment Activities in Iran.....	59
9. Contract Funded Affidavit for Debarment Certification	60-61
10. Contract Funded Affidavit for Anti-Lobbying Certification and Debarment Certification	61-62
11. Section L - Evaluation and Selection Procedures.....	63

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

1. CONTRACT NUMBER	2. SOLICITATION NUMBER 129403	3. TYPE OF SOLICITATION NEGOTIATED (RFP)	4. DATE ISSUED 9/12/2022	5. REQUISITION NUMBER
6. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING 2113-R CHESAPEAKE BUILDING COLLEGE PARK, MARYLAND 20742			7. ADDRESS PROPOSAL TO Technical Box Submission: https://umd.box.com/s/7rnrvkov3qone0ss2ly57q6we1bgoh18s Financial Box Submission: Shortlisted vendors only, upon request.	

SOLICITATION

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

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

9. FOR INFORMATION CALL	A. NAME Roland L. Jones, Director of Strategic Sourcing	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS rjones38@umd.edu	D. FAX NUMBER NA
	AREA CODE 301	NUMBER 405-3372			

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 following the order of precedence as stated in the resulting *Master LMS Software & Services Agreement*, 1. Nature of the Agreement. is
This contract, including the documents incorporated by reference and any negotiated changes prior to contract award, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.

12. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR			13. CONTRACTOR REMIT-TO ADDRESS			14. NAME TITLE AND E-MAIL OF PERSON 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. FRS ACCOUNT NUMBER
21. ADMINISTERED BY (If other than Item 6)		
22. NAME OF PROCUREMENT OFFICER (Type or Print)	23. UNIVERSITY OF MARYLAND (Signature of Procurement Officer)	24. AWARD DATE

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

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

A. ISSUING OFFICE

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

B. BACKGROUND

The University of Maryland Institute for Advanced Computer Studies—known by its acronym UMIACS (pronounced *you-me-acts*)—provides a synergistic, multidisciplinary computing environment to address some of today’s most pressing scientific and societal challenges. Led by distinguished researchers and supported by cutting-edge infrastructure, UMIACS pioneers computational science involving national defense, precision medicine, big data, cybersecurity, language and more.

UMIACS brings in more than \$25 million in research funding annually. Much of our work is supported by federal partners like the National Science Foundation, the Department of Defense, the National Institutes of Health, the Defense Advanced Research Projects Agency, the National Institute for Standards and Technology, and more. We also receive funding from private donors and companies like Meta, Amazon, and Capital One.

Unlike other units on campus, our faculty hail from six colleges and departments—creating a truly interdisciplinary environment. Our computer scientists are also biologists, linguists, engineers, and data scientists. We support several labs and research centers focused on these evolving fields.

We’re committed to taking on the biggest scientific and societal challenges, even if a solution is years away. For example, our quantum researchers are currently developing software and conceptualizing cybersecurity protocols for quantum systems that haven’t even been built yet. Some of our other ongoing projects include advancing computer vision in self-driving cars; measuring the effectiveness of malware detectors, developing algorithms to select optimal vaccination sites; building virtual and augmented reality systems to assist physicians; and designing artificial intelligence systems that are fair, trustworthy and secure.

i. Audience

In descending order, our external audience is made up of: potential collaborators—including researchers both on and off the UMD campus; federal funding agencies and other organizations that support research; graduate students; corporate partners; members of the public and those interested in new advances in computing. Our internal audience includes faculty, staff and students.

C. PURPOSE

The University of Maryland Institute for Advanced Computer Studies (UMIACS) invites interested firms to redesign its existing website, currently located at umiacs.umd.edu, to enhance the site's information architecture, aesthetic appearance, and usability. We are seeking proposals for an accessible and aesthetic website that communicates our innovative and interdisciplinary research, and provides staff with intuitive tools to keep the site up to date with engaging content.

The contractor will conduct a review of all technical needs and requirements for the desired functionality, including (1) a back-end database from which dynamic content is drawn, (2) a content management tool that allows staff to monitor and update different sections and (3) smaller satellite websites for our research centers that are made up of content from the main UMIACS website. The contractor should expect to present at least three interface design options based on our logo's color palette.

D. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on September 22, 2022 at 12:00 P.M. ET.

Via Zoom

Link to Zoom:

https://www.google.com/url?q=https://umd.zoom.us/j/8018784344?pwd%3DcDZiMTQrOEHybnNmOENINHNKNXUvdz09&sa=D&source=calendar&ust=1663517450166403&usg=AOvVaw2C_OAJVUAO3K3iArRRsey0

Firms should estimate a duration of 1.5 hours. Contractors who are attending the pre-proposal conference are requested to provide written questions to the Issuing Office at least three (3) working days prior to the conference at the following e-mail address: rjones38@umd.edu. Answers will be provided in accordance with paragraph 2 of Section A-2,C below.

Any Contractor planning to attend the Zoom meeting contact the Issuing Office at least three (3) working days prior to the conference. While attendance at the pre-proposal conference is not mandatory, all interested Contractors are encouraged to attend to be able to better prepare acceptable proposals.

E. QUESTIONS

Each Contractor is responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Contractors and the University will be formally made at scheduled meetings or in writing through the Issuing Office. Requests for clarification or additional information must be made in writing to the Procurement Officer and received at the Issuing Office no later than **September 29, at 3:00PM EST.** Such requests should contain the following:

“QUESTIONS: RFP #129403”. Only written email communications to: rjones38@umd.edu relative to the procurement shall be considered. It is incumbent upon the Contractor to verify University receipt of their questions.

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

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

F. SUBMISSION OF PROPOSALS

Proposals must be:

- (1) submitted in the format set forth herein,
- (2) made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address),
- (3) signed by a person duly authorized to commit Contractor to the proposal,
- (4) submitted as electronic .pdf documents clearly marked with the assigned RFP number,
- (5) separated into Technical and Financial Folders (**NOTE: Financial Proposals will only be requested of the Offerors who move forward and are "shortlisted.") and
- (6) addressed to the Procurement Officer identified in Section A-1, Item 9 and sent to the address shown in Section A-1, Item 7.

The Contractor must submit one Technical volume plus one Financial (Financial Proposals will be requested of the Shortlisted Offerors only) volume to the designated **BOX FOLDER ADDRESS shown in item 7**

Commingling of technical and financial information or failure to submit the two volumes **separately** may result in the proposal being deemed **NON-ACCEPTABLE** and thereby rejected. The volumes, which contain original documents, should be clearly identified as the **ORIGINAL Technical or the ORIGINAL Financial Volume.**

NOTE: PROPOSALS CONVEYED BY TELEFAX OR EMAIL WILL NOT BE ACCEPTED

G. CLOSING DATE

Proposals must arrive at the location identified in Section A, Item 7 of this document **on or before October 6, 2022, 12PM EST/EDT as applicable**, in the format set forth herein.

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

H. LATE PROPOSALS

Any proposal, request for withdrawal, or modification of a proposal including a Best and Final Offer (BAFO) that is not received at the designated location, time and date set forth herein **will**

be considered late and shall not be considered. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Contractor. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal, late modification of a proposal or BAFO is due to the action or inaction of the University. A record of the late proposal, request for withdrawal, modification of a proposal or BAFO shall be made in the appropriate procurement file.

I. 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 Contractor 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 Contractor's intent to withdraw its proposal. By submission of a proposal, Contractor guarantees that its offer shall be firm for the period specified above.

J. AMENDMENTS TO THE RFP

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

K. ALTERNATE PROPOSALS

Alternate proposals shall not be allowed or accepted, nor will they be considered, for this solicitation.

L. ECONOMY OF PREPARATION

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

M. UNABLE TO PROPOSE

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

N. PUBLIC INFORMATION ACT NOTICE

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

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

O. TWO VOLUME PROPOSAL

The selection procedure for this procurement requires an independent evaluation of the technical and financial proposals. Financial proposals will be requested from shortlisted vendors only, after the Technical Evaluation phase has completed. The separation allows for evaluation of technical proposals on their technical merit only. Consequently, Contractor shall submit its technical proposal as one electronic .pdf document as indicated below. No pricing information is to be included in the technical proposal.

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

1. VOLUME I - TECHNICAL SPECIFICATIONS AND BUSINESS REQUIREMENTS

This volume should be prepared in a clear and concise manner with pages numbered. The technical volume shall not contain any price information. If such is included in the technical volume, it may not be evaluated. Volume I must contain the following sections:

a. EXECUTIVE / MANAGEMENT SUMMARY

The Executive/Management Summary should contain a brief synopsis of how the Contractor's proposal meets the needs of the University.

b. THE TECHNICAL PROPOSAL

Volume I – Technical.

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

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 Contractor must describe in detail how the proposed products and/or services meet or exceed the stated requirements. Additionally, the Contractor must explain any exception or deviation from the requirements.

Proposals must be:

- (1) submitted in the format set forth herein,
- (2) made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address),
- (3) signed by a person duly authorized to commit Contractor to the 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 Contractor's Technical Proposal shall include the following documents:
 - The Contractor must submit one original of the technical volume
 - The volume which contain original documents, should be clearly identified as the **ORIGINAL Technical Volume**
 - Technical Proposal must contain:
 - Contractors must complete Items 11, 12, 13, 14, 15, 16 and 17 of the Solicitation / Contract Form (Section A-1) of this document and including a signed original as part of Contractor's Technical proposal, in the original Technical Volume. Failure to submit these signed documents may cause the Contractor's proposal to be rejected, at the sole discretion of the University.
 - Completed Section C Requirements including the:
 - Matrix
 - References,
 - Resume's (if required)
 - Past Performance Support Documentation (how is this different from references? Past Performance is a definition from the Contractor of previous efforts to demonstrate their capability. References can utilize the past performance, however, references are those folk contacted to determine the validity of the company's past performance statements.
 - Any additional support documentation required.
 - Small Business Certificates (if required)
 - Affidavits/Certifications/MBE Compliance forms as follows:
 - Completed and signed Maryland Proposal Affidavit
 - Completed and signed Conflict of Interest Affidavit and Disclosure
 - Completed and signed Federal Certifications,
 - Small Business information as may be required in Sections V/W,
 - Maryland Affidavit of Living Wage

- Completed Minority Subcontracting Forms, etc).
- Required Economic Benefits to Maryland Information
- Any additional support documentation required.

- (8) The University may make a final determination regarding a proposal's acceptability solely on the basis of the proposal as submitted.
- (9) **FEDERALLY-FUNDED AFFIDAVIT**
If the procurement is funded by a federal contract and exceeds \$100K, insert the following.

This requirement is funded by a federal contract and must include a completed and signed Contract-Funded Affidavit for Anti-Lobbying Certification, Debarment Certification. A copy of this affidavit is included in Part IV/Representations & Certifications..

If the procurement is funded by a federal grant and exceeds \$100K, insert the following.

This requirement is funded by a federal grant and must include a completed and signed Grant-Funded Affidavit for Anti-Lobbying Certification, Debarment Certification and Anti Lobbying Certification. A copy of this affidavit is included in Part IV/Representations & Certifications.

10. SPECIFICATIONS

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

11. QUALIFICATIONS

Consideration will be given to contractors with expertise and experience in web page design, information architecture, Drupal development and data migration. Preference will be given to contractors with a wide variety of experience in web design for higher education, government, nonprofit or large private sector client sites. The University will enter one contract with a single qualified firm that can meet the requirements of this request for proposal (RFP). Women and minority-owned businesses are especially invited to apply.

The contractor will perform all work at its own site. UMIACS will provide no technical resources other than the software licenses required for our servers. The UMIACS communications team will provide the contractor with photos, videos and other content to display throughout the website, which must adhere to the [University of Maryland Web Accessibility Policy](#). We will also use the [University of Maryland website header](#) as part of the redesign process.

The contractor must submit a proposal that includes a detailed plan of the redesign process, demonstrates readiness to work with end-users, specifies the total number of expected hours needed to complete this project, and quotes a firm total price. UMIACS will provide access to the current site, our computer administrator, and stakeholders for input and user acceptance testing. UMIACS desires to launch the new website as soon as possible. Please include a timeline for each stage of the redesign process.

2.1 Scope of Website Redesign Product Offerings and Approach to Access and Support the Products

Technical Requirements

The Proposing Firm is to:

- The Firm will implement the web site to run under standard web browsers (including Chrome/Edge, Safari, and Firefox).
- The Firm must provide information on its ability to ensure the site will run on a secure and reliable platform with reasonable expectations for updates.
- UMIACS will provide the staging and production environments, with the expectation to deploy the site using a container-based strategy on premise. The Firm must provide information demonstrating their ability work in a container-based environment.
- Provide detailed description of how The Firm would provide solutions for the following environments, submitting bids for one or both of the following two modes of hosting:

1. Implementation of the webpage as detailed here, and to be hosted on a web server in UMIACS. The proposal should include information about the required web server, database system, scripting engine, and other software that UMIACS has to install to host the webpage, as well as the typical cost of these products. Computer staff at UMIACS will be responsible for installing the required software and providing a platform to install the webpage.

2. Implementation of the webpage as detailed to be hosted on a third-party web server. The contractor should include quotes of setup costs and the annual cost of hosting the webpage with at least three different hosting companies that offer competitive and reliable hosting plans.

The database structure as well as all source code shall be modular, must be clearly commented, and shall be the property of UMIACS.

Proposed Site Outline

LANDING PAGE

- UMIACS logo/UMD website header
- Large visual display that highlights research impact using these images
- Inset section that highlights recent news and/or external partnerships
- Search Engine
- Social Media Icons

ABOUT

- Overview of UMIACS
- Mission and Core Values
 - ◆ Diversity & Inclusion
- Policies
 - ◆ COVID-19
- About the University of Maryland
- Infrastructure
- Supporters/Collaborators
- Employment
- Give to UMIACS

PEOPLE

- Faculty o Faculty Honors
 - ◆ Emeritus Faculty
 - ◆ Affiliate faculty
 - ◆ Adjunct faculty
 - ◆ Visiting faculty
- Administrative staff
- Computing staff
- Postdocs & Fellows
- Graduate Students

RESEARCH

- Research Overview
- Research Infrastructure
 - ◆ Overview of Computing Resources
 - ◆ Brendan Iribe Center for Computer Science and Engineering
- UMIACS Centers
 - ◆ Center for Automation Research
 - ◆ University of Maryland Center for Machine Learning
 - ◆ Maryland Cybersecurity Center
 - ◆ Center for Bioinformatics and Computational Biology
 - ◆ Joint Center for Quantum Information and Computer Science
 - ◆ NSF Quantum Leap Challenge Institute for Robust Quantum Simulation
 - ◆ Center for Medical Innovations in Extended Reality
 - ◆ Maryland Blended Reality Center
- Major Research Labs
 - ◆ Computational Linguistics and Information Processing Lab
 - ◆ Human-Computer Interaction Lab

NEWS

- Articles
- Videos
- Events
 - ◆ Event Calendar
 - ◆ Upcoming Talks
 - ◆ Past Talks
- Newsletter Archive

RESOURCES

- Research Resources for Faculty
- UMIACS Help Desk

- Business Office
- Media Resources
- Intranet

CONTACT

- Main Contact
 - ◆ Directors Office
 - ◆ Media Contact
 - ◆ UMIACS Business Office
- Faculty and Staff Directory
- Directions and Parking



Satellite Sites for Research Centers

UMIACS supports eight major research centers and two major labs. We will not be publishing new websites for all these centers, but need an attractive template that we can populate for several of the units we support; of note and high priority are [the Center for Bioinformatics and Computational Biology](#) and [the Computational Linguistics and Information Processing Lab](#). These templates do not have to be looked at as individual websites, but rather as an extension of the main UMIACS site. Since it is reasonable to expect that another lab may emerge in the next few years, we need a template that can be repurposed, or perhaps the option to duplicate an existing site then populate it with new content. The color palettes of these sites will be interchangeable based on their individual logos, but the visual interface should mimic the UMIACS website so that they appear affiliated. However, these lab websites may vary structurally. For example, our Center for Bioinformatics and Computational Biology wants to highlight their software tools and datasets, with specific pages for different research projects. The News and People components of the center websites should populate automatically based on what is uploaded to the UMIACS website. For example, if our staff is publishing an article about research in the Maryland Center for Machine Learning, there could be a checkbox option so that the article is simultaneously posted to both the center's website and the UMIACS website. Depending on the lab's needs, the communications team will be able to add pages and templates that are already components of the UMIACS website, (covered in the next section). Additional pages will cover the center's research and education.

- Explain how The Firm will provide the following products and services:
 - ◆ An attractive template that can be populate for several of the units supported by UMIACS.
 - ◆ Describe how The Firm will make the templates look as an extension of the main UMIACS site.
 - ◆ Describe how The Firm would repurpose an existing template.
 - ◆ Describe hoe The Firm would duplicate an existing site and then populate it with new content.

See our latest website for the [Maryland Cybersecurity Center](#) as an example.

3) Templates

a) Faculty Pages

In addition to a page that can filter our faculty in a variety of ways (e.g. by academic field or rank), we need standardized faculty profile pages. These will include:

- 1) headshot
- 2) title
- 3) location and/or contact information
- 4) brief bio
- 5) a link to the faculty member's personal/academic website
- 6) a button linked to research papers

7) an optional button linking to a listing of the faculty member's courses

The rest of our "people" do not need individual pages, a list will do, see this [example](#). 7

- i) Academic Talk Template: This template should be flexible for in-person, hybrid or virtual talks, providing a space for a time, location, zoom link, bio and abstract.
- ii) Meeting Template: We need a similar but more general template for our monthly faculty meetings.
- iii) Symposium Template: We organize workshops, symposia, and conferences. This template should include a photo carousel, agenda, speaker page, directions, and registration mechanism. For examples, see our previous workshop websites built through Cvent in [2020](#) and [2021](#).

b) Events

We need a monthly event calendar page and three types of event templates with a mechanism that archives events after they've happened into a past events page. The user should be able to hold their mouse over the name of the event on the calendar to reveal more information about it, and then click to be led to the event's individual page—one of the following three templates:

c) Personal Pages

It's standard for professors at all levels to have a personal webpage outlining their research and accomplishments. While we do not contribute to or have access to these personal sites, we do host them, so these pages will also need to be transferred over to the new site. In addition, we need to develop a personal page template for faculty who wish to improve these personal websites. This would be completely separate from the faculty pages that make up the people section of the UMIACS website. Instead, it would be a basic HTML/CSS template profile page with its own login mechanism that we would turn over to them.

d) Intranet

Another component that is vital to our operations is a password-protected Intranet for UMIACS community members to access or request technical and administrative support. We need an Intranet template that our IT team can fill and then implement. While these pages will be designed in more of an "information you can use" format, they should also have a similar look (and same ease of navigation) as the public-facing pages. For reference, see our current Intranet.

4) Suggested Phases of the Redesign Process

Phase I: Review of Current Site, Plan of Database and Site Architecture

- Review of content and information structure of our current sites as well as our competitors on page 3.
- Develop logical structure of underlying database, including but not limited to:
 - o People: Faculty, Staff, Graduate Students, Postdocs
 - o Image Library: organized by faculty member and research area
 - o Intranet
 - o Research Centers

- Develop sitemap

8

Phase II: Visual Design and Template Development

- Prepare a creative brief and comps with at least three different design approaches
- Develop examples of page mockups for the homepage, a news story, and faculty profile
- Develop clear Information Architecture (IA) that is easy for our users to navigate

Phase III: Implementation and QA Testing

- Task set #1 (in parallel with task set #2):
 - Identify and customize an open source or commercial content management tool that allows users to update web content
 - Perform usability/user acceptance testing of content management tool
 - Revise/customize content management interface at least twice based on feedback
 - Test integration between content management tool and individual web pages
 - Develop technical documentation of content management tool
 - Instruct IT Staff on use and maintenance of content management tool
- Task set #2 (in parallel with task set #1):
 - Populate database and website by:
 - Data migration (approximately 200 active users and 500 news stories)
 - Develop image library
 - Allowing members of the department to add new information
 - Conducting a comprehensive review
- Perform usability/user acceptance testing with a minimum of three target audiences
- Revise user interface approaches at least twice based on feedback
- Develop technical documentation of web pages

Phase IV: Installation and Maintenance Training

- Install the whole website on web server
- Train our IT staff for future maintenance, revision, and upgrades
- Provide instructions for a recommended backup solution and should deliver a white paper for checking database integrity/rules.

2.1 Scope of LMS Product Offerings and Approach to Access and Support the Products:

The Proposing Firm is to:

- Provide an overview of Firm's Website redesign offerings and related product offerings; this can be provided via the Firm's standard product marketing material; Minimum technical requirements for users should be included.
- Provide information as to how Firm maintains current product offerings as technology changes.
- Explain how the Firm ensures its users that its software or services are "version-current."
- Provide a description detailing how the product offering complies 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. Submit certification from a third party credentialed (Trusted Tester or CPACC) firm
- ii. Disclosure of noncomplying features
 - a. Description of feature(s) and issue(s) resulting in noncompliance.
 - b. A roadmap with timeframe for achieving compliance.
 - 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>

- Explain how a buying entity will initially access/install the LMS and/or related Products. What professional services, product support, training, hosting ability, implementation services, consulting services, etc. are available to the UMIACS members? In addition, the Proposer is to provide an explanation as to how the Account Representative and/or other Technical Staff are involved with the initial access/ installation set up.
- Provide Firm's available licensing options, such as named users, site license, concurrent users, FTE's, etc. and services ("lump sum based on SOW"; "hourly rates of staff professionals"; "per help desk contact"; "services are included in license fees", etc.) **Note: Actual pricing is NOT to be provided, but simply an explanation as to how the LMS Provider prices its product and implementation/ professional services.**
- Explain if the LMS is customizable and if so, how this would be done under any resulting contract. What additional contract terms, if any, would be required (from the vendor perspective) for the buying entity to customize the software? In particular, how does the vendor propose to handle intellectual property rights impacted by this?
- Explain Firm's technical support/help services provided to its customers inclusive of escalation procedures.
- Provide a narrative explaining Firm's products and/or services that may be provided by a Maryland State Certified Minority Business Enterprise (MBE).

Please provide concise, but detailed information. Within the response, the firm should demonstrate both the magnitude and comprehensiveness of its LMS and related product offerings by detailing its proposed products/services for UMIACS . The response should be specific to the scope of work for UMIACS rather than a boilerplate or generic response.

1. Company Profile/Firm Experience/Firm References

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

- An organization chart of the company showing parent company and any affiliates as well as where the company that will be servicing UMIACS is found on the organization chart.
- Address of firm’s headquarters, nearest offices, and branch offices.
- Address of the office that will be serving UMIACS.
- Size of the company as measured by facility and staff resources available; note if the firm is a registered Small Business, or is eligible to register as a Small Business, with the State of Maryland, this should be included.
- A brief history of the firm including how long firm has been in business of providing website redesigning products.
- Total number of employees in the firm; and by branch; type of employees (i.e., Sales force, ordering department, accounting department, technical support, etc.) available.
- Products and services company provides.
- Number of educational clients.
- **Annual Sales Volume** for company and the branch office which will service Universities on a per year basis for the last three (3) years [2019, 2020, and 2021].
- Firms shall provide a **statement of financial condition**, prepared in accordance with Generally Accepted Accounting Principles. It is preferable that audited financial statements of the firm’s last fiscal year and the past five (5) years are provided. This information shall remain confidential unless the University is required by legal order to release such information. (Note: At the sole discretion of UMIACS, a Dun & Bradstreet Report may be requested of the shortlisted firms.)

2.3 Firm Experience/Firm References:

A. Active References

Proposers are to provide three (3) ACTIVE references and ancillary information on the Forms provided in this RFP denoting Clients for Active Contracts within the last three (3) years, preferably similar in size, scope and complexity as the requirements defined in this RFP. References must be able to demonstrate the contractor’s capability to perform the requirements of this RFP.

<u>ACTIVE CONTRACT REFERENCE 1</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Email Address:	
Annual Dollar Value of Contract (If confidential, provide an approximate range)	
Start Date:	

University of Maryland RFP No. 129403 Website redesign for University of Maryland
 Institute for Advance Computer Studies

Completion Date:	
Brief description of website redesign services:	
Type of contract (i.e., license, FTE):	
Firm's Account Representative or Point of Contact for the Client:	
Justification of Similar Size and Scope to UMIACS contract:	

<u>ACTIVE CONTRACT REFERENCE 2</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Email Address:	
Annual Dollar Value of Contract (If confidential, provide an approximate range):	
Start Date:	
Completion Date:	
Brief description of website redesign services:	
Type of contract (i.e., license, FTE):	
Firm's Account Representative or Point of Contact for the Client:	
Justification of Similar Size and Scope to UMIACS contract:	

<u>ACTIVE CONTRACT REFERENCE 3</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Email Address:	
Annual Dollar Value of Contract (If confidential, provide an approximate range):	
Start Date:	
Completion Date:	
Brief description of website redesign services:	
Type of contract (i.e., license, FTE):	

Firm’s Account Representative or Point of Contact for the Client:	
Justification of Similar Size and Scope to UMIACS contract:	

Firm references:** The University may check references of the firm by contacting the clients provided in item 2.3.2 above. The contact provided should be able to speak to the performance of the contractor. UMIACS reserves the right to check any other references including past performance with the University if applicable. References will be held in the strictest of confidence by UMIACS.

****Note regarding References:** If UMIACS elects to check references, only those proposing firms reasonably susceptible of the award will have their references contacted, however, all firms responding must supply this information within their Technical Proposals.

2.4 Staffing of the Account/Key Personnel/Key Personnel References:

2.4.1 Staffing Plan: Proposing firms are to provide a narrative as to how they plan to staff the contract. Will one or more account representatives service UMIACS? If more than one, how will responsibilities be assigned? What problem resolution escalation path is available to a UMIACS? What technical support is available from the Provider?

2.4.2 Provide a resume for the following Key Personnel (It is acceptable that the Account Representative and the Single Point of Contact be the same person.):

-Dedicated Account Representative(s). Proposer must provide a dedicated account representative(s) for this agreement. Provide a resume on each of the assigned representatives. This is the person (or persons) that UMIACS will directly contact for needs and utilization of the resulting agreement. (Note: It is understood by and acceptable to UMIACS that more than one Account Representative be named. Proposers are to submit all applicable resumes as well explain the roles and responsibilities in response to 2.4.1 above.)

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

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

The resume is to include:

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

By submitting the Account Representative(s) and Single Point of Contact for consideration, the Proposer is committing these people to UMIACS for the duration of the contract, if awarded. No personnel changes will be permitted without written authorization from the University via a contract amendment. The University, at its sole discretion, reserves the right to request personnel changes if deemed in the best interest of the contract.

2.5 Proposing Firm's License Agreement - This is to be provided for information purposes only.

Note 1: Any additional license terms required for "add-ons" particularly those related to customizable products is also to be provided.

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

2.7. Acknowledgement of Receipt of Addenda Form:

If any addenda to the RFP documents are issued prior to the due date and time for proposals, the accompanying Amendment of Solicitation cover page is to be completed (Sections 6 and 10A-C), signed, and included in the Proposer's Technical Proposal.

2. VOLUME II - FINANCIAL – *Price Proposals will be requested only from those Proposers who are shortlisted after the Second Phase Technical Evaluation.*

Contractors shall not include any technical information or specifications in the financial volume. If such are included in the financial volume, they may not be evaluated by the technical evaluation committee.

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

c. MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION AND ASSOCIATED FORMS

d. NOTICES INFORMATION

Contractors must complete Section D, 5.0 Notices 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 - Reserved

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 Contractors for proposal preparation expenses. The University reserves the unilateral right to cancel this solicitation at any time and to accept or reject any and all proposals, in whole or in part, received in response to this RFP; the unilateral right to award a contract in whole or in part; to award a contract to one Contractor; to waive or permit cure of minor irregularities; and to conduct discussions with Contractors in any manner necessary to serve the best interest of the University.

Discussions may be conducted with those Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the

University reserves the right to award a contract based upon the proposals received without further discussions.

Q. EVIDENCE OF RESPONSIBILITY

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

S. ELECTRONIC FUNDS TRANSFER (EFT)

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

T. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

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

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

U. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

V. CONTRACT IMPLEMENTATION MEETING

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

**W. NOTICE TO OFFERORS - SMALL BUSINESS RESERVE PROCUREMENT
THIS IS NOT A SMALL BUSINESS RESERVE**

X. LIVING WAGE REQUIREMENTS - N/A

Y. ECONOMIC BENEFITS TO THE STATE OF MARYLAND - N/A

Z. 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.

AA. ITEMS ORDERED AND DELIVERED

The contractor is authorized to provide only those Items/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 Items/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.

AB. 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 Contractor 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."

Section B – Pricing

PRICE PROPOSALS

1. Price Proposals:

Price Proposals are **not** requested at the time of submission of the Technical Proposal. Rather, Price Proposals will be requested only from those Proposers who are shortlisted after the Technical Evaluation is completed (See Section IV regarding the Evaluation Process). An addendum will be issued at the time in which Price Proposals are requested to confirm the due date and time. The Price Proposal will be submitted electronically to the Box folder listed on the A-1, 7. The .pdf document shall be labeled as “<Vendor Name> - UMIACS RFP 00000 – Price Proposal” ”.

1.1 Price Proposal form will be provided to the shortlisted vendors. The due date and time for price proposals is anticipated to be late October 2022. Price Proposals will be opened privately. Prices will be firm, at a minimum, through April 30, 2023. Proposers who hold the prices for longer will be given more favorable consideration in the evaluation of the Price Proposals.

1.2 Pricing of the website redesign products and services is anticipated to be provided in several ways:

1.2.1 Drupal Software License, latest version, cost and cost of existing version to be upgraded to latest.

- **Labor cost;** Please provide total cost of consultants. Indicate labor category, rate per hour, and expected number of hours to be used.
- Other licensing terms that may be offered by the Proposer are to be specified as an attachment to the Price Proposal Form.

OR

1.2.2 UMIACS may instead request shortlisted Proposers to quote minimum discounts from the Proposer’s educational retail prices and hourly rates for professional services. Hourly rates are to be fully loaded as there are no reimbursables associated with the resulting contract (that is the hourly rates are to include all costs associated with the staff person inclusive of travel costs).

1.3 Prices for the contract renewal years. It will be the responsibility of the contractor to request a price increase, if any, by February 1 of each year of the Contract. Any price increase not received by that time, will not be considered and pricing in the subsequent year will remain as stated during the just completed contract term. A price increase, if any shall not exceed the Consumer Price Index (“CPI”) for “All Urban Consumers” as published by the US Department of Labor Statistics. For purposes of calculating the potential increase, the CPI to be used will be the index for twelve-month period ending at the previous calendar year. For example, if the contract year ends June 30, 2023, the price index for twelve-

month period ending December 2023 will be used. Statistics will be referenced as a **cap** for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals. As well, increases are not cumulative for prior years; if a contractor fails to request a price increase in one year and then requests an increase for the subsequent year, the contractor cannot include a cumulative amount which includes the prior annual term. Any increase approved by UMIACS will take effect on July 1st of each year and be effective for a minimum of twelve (12) months.

Upon approval by the University, any such modified in fees will constitute the price for the next twelve month period. The University reserves the right to terminate this annually without penalty giving thirty (30) days written notice. As well, the University may terminate for convenience or default per the contract terms.

Section C –Statement of Work/ Implementation

1. Statement of Work

1.1 Website Redesign Products & Services

Consideration will be given to contractors with expertise and experience in web page design, information architecture, Drupal development and data migration. Preference will be given to contractors with a wide variety of experience in web design for higher education, government, nonprofit or large private sector client sites.

:

- 1) Redesign solutions.
- 2) Redesign must adhere to the University of Maryland Web Accessibility Policy (<https://policies.umd.edu/general-administration/university-of-maryland-web-accessibility-policy>).
- 3) We will also use the [University of Maryland website header](#) as part of the redesign process.
- 4) Be responsive for mobile, desktops and tablets.

1.2. Objectives

The University of Maryland Institute for Advanced Computer Studies (UMIACS) invites interested firms to redesign its existing website, currently located at umiacs.umd.edu, to enhance the site's information architecture, aesthetic appearance, and usability. We are seeking proposals for an accessible and aesthetic website that communicates our innovative and interdisciplinary research, and provides staff with intuitive tools to keep the site up to date with engaging content.

The contractor will conduct a review of all technical needs and requirements for the desired functionality, including (1) a back-end database from which dynamic content is drawn, (2) a content management tool that allows staff to monitor and update different sections and (3) smaller satellite websites for our research centers that are made up of content from the main UMIACS website. The contractor should expect to present at least three interface design options based on our logo's color palette.

1.3 Statement of Needs

- Use bold, engaging imagery, text and design to immediately identify UMIACS as an interdisciplinary, forward-looking research powerhouse that is addressing important scientific and societal challenges.
- Make clear through graphic design that research, innovation and scholarship in UMIACS is based on the use of powerful computing resources.
- Highlight the accomplishments of our faculty and graduate students through timely, understandable news articles (transferred from our current site) accompanied by [engaging images](#) from a built-in library.
- Emphasize our cutting-edge areas of research: machine learning, computer vision, autonomous robotics, cybersecurity, quantum information science, the

microbiome, health-related computing including virtual and augmented reality, big data, and computational linguistics.

- Show that we are a diverse community of faculty, staff and students.
- Provide easy-to-access information for current and incoming members of UMIACS concerning technical support, business operations and media engagement.

1.4 Accessibility

UMIACS, given the current emphasis on electronic delivery of both instruction and services, are mindful of the need to provide accommodation for all faculty, staff, students, and citizens who have visual, cognitive, motor, hearing, and other impairments. Full compliance in all faculty and student facing technology must meet University of Maryland Web Accessibility requirements.

Vendors must explain their product accessibility.

2. IMPLEMENTATION

2.1. Award of Contract: UMIACS will follow the implementation processes outlined below.

Phase I: Review of Current Site, Plan of Database and Site Architecture

- Review of content and information structure of our current sites as well as our competitors on page 3.
- Develop logical structure of underlying database, including but not limited to:
 - People: Faculty, Staff, Graduate Students, Postdocs
 - Image Library: organized by faculty member and research area
 - Intranet
 - Research Centers
- Develop sitemap

Phase II: Visual Design and Template Development

- Prepare a creative brief and comps with at least three different design approaches
- Develop examples of page mockups for the homepage, a news story, and faculty profile
- Develop clear Information Architecture (IA) that is easy for our users to navigate

Phase III: Implementation and QA Testing

- Task set #1 (in parallel with task set #2):
 - Identify and customize an open source or commercial content management tool that allows users to update web content
 - Perform usability/user acceptance testing of content management tool
 - Revise/customize content management interface at least twice based on feedback
 - Test integration between content management tool and individual web pages
 - Develop technical documentation of web page

Phase IV: Installation and Maintenance Training

- Install the whole website on web server
- Train our IT staff for future maintenance, revision, and upgrades
- Provide instructions for a recommended backup solution and should deliver a white paper for checking database integrity/rules.

A. Award: An award will be present to the contract determine to provide a technical response and pricing that brings the best value for UMIACS.

Section D - Contract Administration Data

1.0 Roles of the University of Maryland Procurement Manager

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

The University of Maryland Procurement Manager shall be the principal interfaces on behalf of the UMIACS for post-award matters, and shall have the authority to explain and provide further details regarding the expectations concerning the Agreement hereunder and/or the items to be provided herein. .

2.0 Invoicing

The awarded Contractors 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 Contractors shall provide one paper copy of each invoice or electronic invoices. The invoices must contain the following minimum information:

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

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

3.0 Schedule of Payments

Payment will be made in accordance with the terms and conditions set forth in the contract.. Contractor's fees for software licensing and professional services shall not exceed the rates set

forth in the contract per the Contractor's price proposal dated XX, 2022. (May be included as a separate attachment to the Contract.).

4.0 Assignment

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

5.0 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 System of Maryland:

University of Maryland
Chesapeake Building
College Park, MD 20742-3111
Telephone: 301-405-3372
Facsimile: NA
Email: rjones38@umd.edu

For Contractor: (please complete the following)

Contact Name: _____

Address: _____

Telephone: _____

Email: _____

Section H - Special Contract Requirements

1. Acceptance of Terms and Conditions

The Contract to be entered into as a result of this RFP (the “Agreement”) shall be by and between the proposer as Contractor and the University of Maryland College Park (provided as a separate document) and shall contain the mandatory provisions, the University or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed the contract and will execute an agreement, a) in substantially the same form and b) with these mandatory terms and conditions upon request by the University of Maryland.

2. Term of Contract

Any contract arising from this RFP action shall commence on December 1, 2022 for the scope of work as defined in the solicitation documents.

The Agreement will be for a period of three (3) years. At the end of each fiscal year (July 1 through June 30) of the initial term (beginning with June 30, 2023), UMIACS, at its sole option and with sixty (60) days’ notice to the Contractor, may elect to discontinue contract with no further obligations to the Contractor and with no penalty. As well, the UMIACS may elect, at its sole option, and with sixty (60) days’ notice, discontinue contract. If UMIACS elects to discontinue the contract, a summation of work in progress will be made and a mutual agreement as to how to finalize this work in progress will be made. The finalization of the work may include allowing sufficient time for the buying UMIACS to a new provider.

Upon completion of the initial term, UMIACS may, at its sole option, elect to renew the contract for a period, or periods, not to exceed two (2) additional years. At the end of each year of the renewal term, UMIACS , at its sole option and with sixty (60) days’ notice to the Contractor, may elect to discontinue the contract with no further obligations to the Contractor and with no penalty. As well, UMIACS may elect, at its sole option, and with sixty (60) days’ notice, discontinue the contract.

Any work that commences during a term(s) of the contract may be completed under the contract terms and conditions, even if the completion date of the work is subsequent to the termination and/or expiration of the contract.

3. Contractors with Zero/Low Sales

University of Maryland routinely tracks contract utilization by reviewing vendor sales reports and by reviewing purchases with its members. Contractors that continually have zero or low sales will be annually evaluated to determine if their contracts should be renewed. Non-renewal decisions will be made by UMD’s Procurement Officer.

4. Reporting Requirements

Manufacturer Reporting

The Contractors shall maintain all records and provide reports required by the manufacturer pertaining to license, software, services, and hardware purchases as well as any other reports required as part of the Licensing Agreements or by UMIACS.

Sales Reports

Contractors must provide cumulative sales reports biannually for all sales broken down by category and by sales to USM institutions and sales to non-USM institutions. Reports are due no later than Aug. 1 for the period Jan. 1 to June 30 and no later than Feb. 1 for the period July 1 to Dec. 31. These reports will be sent to the UMIACS Office, as requested. **See Exhibit 1, for an example Security Cumulative Sales Report Template.**

Status Reports and Presentations

The Contractor's capabilities need to include reporting flexibility to meet ad-hoc reporting as may be needed by the UMIACS. As part of reporting needs, the contractor must be able to support reporting requirements based on granular product and user information. For example, some UMIACS reporting will require additional detail such as delineation of specific options or product categories. The Contractor must be able to deliver reports as specified.

5. 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 **UMIACS** (as applicable to the Task Order/Contract) 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:

ATTN: Roland L. Jones
University of Maryland
Department Of Procurement and Business Services
2113-F Chesapeake Building
4300 Terrapin Trail
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.

- 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:

<u>Contract Volume</u>	<u>Excess / Umbrella Limit</u>
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

- e. Network Security & Privacy Liability (also known as Cyber Liability) insurance with limits not less than \$3,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Company's performance of services. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.

- i. In cases where personal health information (PHI), electronic personal health information (ePHI), electronic medical records

(EMR), or FERPA records are involved, insurance limits not less than \$5,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Company's performance of services is required. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.

- ii. This requirement can be satisfied by a stand-alone policy or via Professional Liability/ Technology Errors & Omissions insurance policy. If Network Security & Privacy Liability is included coverage in Company's Professional Liability insurance policy, the Network Security & Privacy Liability insurance, including its applicable limit, must be specifically evidenced on the Certificate of Insurance.

6. Parking

If at any time Contractor shall be on the premises of the University of Maryland, then Contractor is responsible for acquiring a valid 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.

7. Minority and Disadvantaged Business Enterprise (MBE) Notice

MBE firms are encouraged to respond to this solicitation.

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

1. Scope of Work

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

2. Compensation and Method of Payment

Total compensation is shown in Section I, Item 16 of this document. Method of payment is defined in Section D, Subsections 2 and 3 of this document.

3. Contract Term

The contract term is defined in Section H, Subsection 2 of this document.

4. University Work Rules –N/A

5. Harmony-N/A

6. Clean Up -N/A

7. Independent Contractor

It is understood and agreed that the Contractor is an independent contractor of UMIACS and not an employee. UMIACS 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 UMIACS, 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-N/A

9. Multi-Year Contracts Contingent upon Appropriations

If the General Assembly fails to appropriate funds for a UMIACS 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 for that particular UMIACS 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 UMIACS 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 UMIACS 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. UMIACS 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 – N/A

11. Liquidated Damages – N/A

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 UMIACS that contracted for services.

16. Payment of State Obligations

Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the UMIACS 's receipt of a proper invoice from the Contractor.

The Contractor may be eligible to receive late payment interest at a rate of 9% per annum if:

- A. Contractor submits an invoice for the late payment interest within thirty days after the date of the State's (or UMIACS) payment of the amount on which the interest accrued; and
- B. A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

UMIACS is not liable for interest:

- A. Accruing more than one year after the 31st days after the agency receives the proper invoice; or

B. On any amount representing unpaid interest.

Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotate Code of Maryland or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

17. Delivery and Acceptance

Delivery shall be made in accordance with the solicitation specifications. UMIACS , in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. UMIACS unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. UMIACS reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met.

Materials shall be delivered FOB to the point or points specified in the bid or proposal, on the date either agreed to in advance or specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications may be rejected. Rejected materials shall be promptly replaced. If Contractor fails to promptly replace rejected materials, UMIACS reserves the right to purchase replacement materials in the open market. Contractor shall be liable for costs to replace materials incurred by UMIACS which exceed the bid proposal price, including expenses such as, but not necessarily limited to, shipping and delivery, if any.

18. Non-Hiring of Officials and Employees

No official or employee of the State of Maryland, as defined under General Provisions Article §5-502 whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this contract.

19. Nondiscrimination in Employment

If awarded a contract pursuant to this solicitation, the Offeror agrees to (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, sex, sexual orientation, general identification, marital status, national origin, ancestry, genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonable preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a) above in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and cause subcontractor to pose in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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

This contract shall be subject to University of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

22. Termination for Convenience

Upon written notice to the Contractor, UMIACS may terminate this contract, in whole or in part, whenever UMIACS shall determine that such termination is in the best interest of the UMIACS. The buying UMIACS shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of University of Maryland Procurement Policies and Procedures.

23. Termination for Default

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

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

25. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland (whether a domestic business or a foreign corporation subject to registration under the Corporations and Associates Article of the Maryland Annotated Code) and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract, including but not necessarily limited to: Maryland Building Codes, Americans with Disabilities Act, and the Maryland Occupational Safety and Health Act and related regulations; and
- D. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, 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 provided upon request. Where a Contractor is required to furnish and install material in the construction of improvement to real property in performance of the Contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

If the Contractor's price includes the cost of Contractor furnishing any other material, equipment, supplies, or other items in connection with the Contract, the Contractor shall pay the Maryland sales tax.

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.

NOTE: The registration form is available as "Combined Registration Application" under the "Businesses" heading of the following web site: <http://www.dat.state.md.us/sdatweb/sdatforms.html>

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

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

This solicitation shall be construed, interpreted and enforced according to the laws of the State of Maryland.

32. Software Licensing

Licensor represents and warrants that the software, as delivered to the UMIACS, 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. EVALUATION AND ACCEPTANCE PROCEDURE FOR TASK ORDERS

Upon completion and delivery of each deliverable for the Purchase by CONTRACTOR, UMIACS will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 8 of this Agreement will be based on either (i) the completion/ delivery of a deliverable for a given Purchase by CONTRACTOR and acceptance by UMIACS or (ii) as provided for the specific assignment. CONTRACTOR will demonstrate to UMIACS that the Task Order/Purchase deliverable has been completed or has occurred and will provide UMIACS with written notice of the same.

Within the time period specified, or if not specified, then within thirty (30) business days of receipt by UMIACS of a scheduled task order/purchase deliverable from CONTRACTOR, UMIACS shall determine whether such deliverable Materially Conforms to the specifications defined in this Agreement. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then UMIACS Project Coordinator will provide written confirmation to CONTRACTOR that the deliverable is accepted.

If the deliverable does not Materially Conform, UMIACS Project Coordinator will immediately notify CONTRACTOR with a written list of deficiencies. CONTRACTOR, at no additional cost

to UMIACS, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to UMIACS within the time period specified, or if not specified, then within ten (10) business days for further testing by UMIACS or time frame agreed to in writing by UMIACS Project Coordinator. If the deliverable again fails to Materially Conform then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then UMIACS may, at its sole option, declare CONTRACTOR in material breach of the Task Order Contract/Purchase and begin the termination process as defined in Section 5 of this Agreement.

UMIACS may also, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin the termination process for the Task Order/Purchase as defined in Section 5. of this Agreement. If UMIACS does not elect to terminate the Task Order/Purchase after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by CONTRACTOR to which the parties may agree. CONTRACTOR acknowledges that all out of pocket expenses and travel costs incurred by it or on its behalf in connection with any failure of representations or warranties shall be solely its responsibility.

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 Procedures," followed by "USM Procurement Policies and 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 UMIACS, 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 UMIACS, 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 UMIACS a confirmatory grant and assignment of all rights in and to Works and to execute any other proper document UMIACS deems necessary to ensure the complete and effective transfer of all rights in Works to the University.

UMIACS Ownership of Deliverables and Related Materials

In accordance with the preceding paragraph, Works developed for UMIACS in connection with this contract are the exclusive property of UMIACS. Contractor agrees to deliver all Works to UMIACS 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 UMIACS 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 UMIACS desires to use Works again, Contractor shall provide UMIACS with equivalent materials, at its own expense, or reimburse UMIACS, 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, UMIACS 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 UMIACS under law or equity.

Contractor further agrees to indemnify and hold harmless the UMIACS, their 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, UMIACS shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

37. eMaryland Marketplace Advantage (eMMA)

All vendors interested in conducting business with the UMIACS must register as a vendor in Maryland at the eMMA webpage: <https://businessexpress.maryland.gov/start/register-a-business-in-maryland>. eMMA is the State of Maryland's Internet-based procurement system and registration is free. 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 UMIACS, 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 MEEC Members

Participation in this cooperative procurement is strictly voluntary. The Agreement will be extended to MEEC members to purchase at fees in accordance with the terms of the Agreement. The MEEC institutions 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 MEEC or the University. The University and MEEC/USM 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 as part of Contractor's proposal.

41. Changes - NA

42. Pre-Existing Regulations

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

43. Reserved

44. Software Escrow

If CONTRACTOR licenses software to UMIACS under this Agreement, Parties may if required, execute one or more agreements to create an escrow for the benefit of UMIACS (collectively the "Escrow Agreement"). The cost of the Escrow account shall be borne by UMIACS.

CONTRACTOR, as an obligation under this Agreement, shall perform its obligations under the Escrow Agreement.

45. Contractor Warrants and Represents

A. That it shall perform all of the work in a professional manner in accordance with the highest industry standards for software development and services, and that the software development and services will conform to the specifications contained in the applicable Task Order/Purchase.

B. Contractor is the owner or authorized user of Contractor software and all of its components, and Contractor software and all of its components do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.

C. Contractor software and its components are equipped to prevent system attacks (e.g., hacker and virus attacks) and unauthorized access to institutional or candidate confidential information.

D. Contractor software is free of any and all "time bombs," computer viruses, copy protect mechanisms or any disclosed or undisclosed features which may disable Contractor software or render it incapable of operation (whether after a certain time, after transfer to another central processing unit, or otherwise).

UMIACS warrants and represents that it has right to use and to provide to Contractor any materials provided by UMIACS and such use does not violate any patent, trademark, trade secret, copyright, or any other right of ownership of any third party.

46. Warranty Exclusions

EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, BOTH PARTIES EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION ANY WARRANTY THAT THE CONTRACTOR –OWNED MATERIALS, OR UMIACS –OWNED MATERIALS ARE ERROR-FREE OR COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS.

47. Limitation of Liability

NEITHER UMIACS NOR CONTRACTOR SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, AND LOSS OF GOODWILL, WHETHER IN AGREEMENT OR IN TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED FOR IN SECTIONS “10. PROPRIETARY AND CONFIDENTIAL INFORMATION AND INDEMNIFICATION” OF THIS AGREEMENT. CONTRACTOR’S LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY UMIACS UNDER THIS AGREEMENT DURING THE TERM OF THIS AGREEMENT OR THE COSTS INCURRED BY UMIACS FOR OBTAINING SUBSTITUTES FOR THE GOODS AND SERVICES NOT PROVIDED BY CONTRACTOR IN ACCORDANCE WITH THIS AGREEMENT UP TO A CAP OF \$500,000 US DOLLARS.

48. INDEMNIFICATION

In addition to the obligations to indemnify set forth elsewhere in the Agreement, Contractor will indemnify and hold harmless UMIACS, their employees, contractors, and agents, from any and all loss, damage, injury, or liability arising directly out of Contractor's operations under this Agreement, including operation of equipment or vehicles, and wrongful or tortious acts of omission, commission, or negligence by Contractor, its employees, contractors, or agents when engaged in company operations under this Agreement, and including the disclosure of user personally identifiable data, either during the term of this Agreement or at any time thereafter, if such disclosure occurred as a result of negligence by Contractor, its employees, contractors, or agents, and provided that UMIACS: (a) notifies Contractor promptly in writing of any such claim or proceeding, (b) reasonably cooperates with Contractor in defending any such claim or proceeding, and (c) in no event shall UMIACS settle any such claim without Contractor's prior written approval.

Contractor will defend and indemnify UMIACS, or settle any suit, claim or proceeding (collectively, a “Claim”) brought against UMIACS alleging that Contractor software infringes any U.S. patent, copyright, trademark, or other proprietary right, and shall pay any final judgment against UMIACS, including all court awarded costs, damages and expenses, which result from any such claim, provided that UMIACS: (a) notifies Contractor promptly in writing of any such claim or proceeding, and (b) reasonably cooperates with Contractor in defending any such claim or proceeding.

If UMIACS use of Contractor's software or Services becomes, or in Contractor's opinion is likely to become, enjoined as a result of a claim pursuant to this Section, Contractor, at Contractor's expense, shall either procure UMIACS's the right to continue using the software or Services, or replace or modify the same so that it becomes non-infringing (provided replacement or modified software or Services have substantially comparable functionality to the original software or Service) or, in the event performing the foregoing options are not commercially reasonable, refund to UMIACS the fees paid for the particular software or Services out of which the claim arose.

UMIACS 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.

49. Information Technology Accessibility

The University System of Maryland 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:

- iii. 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
- iv. 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 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:

_____ (printed 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 subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date: _____ **By:** _____
(Signature of Authorized Representative and Affiant)

Printed Name: _____

Title: _____

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 offeror’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: _____
(Authorized Representative and Affiant)

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>

ATTACHMENT C5

**CONTRACT-FUNDED
AFFIDAVIT FOR DEBARMENT CERTIFICATION**

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

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any offenses enumerated in paragraph (I)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Name of Contractor

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

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

ATTACHMENT C6

**CONTRACT-FUNDED
AFFIDAVIT FOR ANTI-LOBBYING CERTIFICATION and
DEBARMENT CERTIFICATION,**

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

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

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

University of Maryland RFP No. 129403 Website redesign for University of Maryland
Institute for Advance Computer Studies

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

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

Name of Contractor

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

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

SECTION L - EVALUATION AND SELECTION PROCEDURES

1. Initial Technical Evaluation

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

- 1) Scope of Related Services Offerings and Approach to Provide and Support the Services;
- 2) Company Profile/Firm Experience
- 3) Staffing of the Contract/Key Personnel

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

2. Second Phase Technical Evaluation

Based on the selection committee's initial review of proposals, UMIACS may invite, at its sole discretion and without cost to itself, the short listed firms to make a presentation of their proposal and to demonstrate their capabilities and expertise, including a brief overview of their product line, as a further consideration in the selection process. (Proposing Firms are advised to provide complete written Technical Proposals and must not rely on the opportunity to clarify or amend the written proposal through an oral presentation/discussion session as such sessions may not be held.) Additional written information (with or without Discussion Sessions being held) may also be requested during this phase. Only those contractors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process.

Following the Oral Presentation/Discussion/Demonstration Sessions, if held with the short listed firms, OR following the receipt of additional requested written information, a **Second Phase Technical Evaluation** will be conducted. The order of importance of the technical criteria will remain the same with the references for the Firm incorporated into the appropriate criteria; that is, the order of importance will remain as follows:

- 1) Scope of Related Services Offerings and Approach to Provide and Support the Services;
- 2) Company Profile/Firm Experience/Firm References
- 3) Staffing of the Contract/Key Personnel

In the Second Technical Evaluation, all information provided by the Proposer in the Technical Proposal will be re-evaluated based on all written submittals and the Oral Presentation/ Discussion/ Demonstration Session (if such sessions are held). Only those proposals that remain susceptible of the award will progress further in the procurement.

A second shortlist may result from this evaluation. Upon completion of the second phase technical evaluation, all proposers will be notified as to the results of the second phase technical evaluation of his/her firm's Technical Proposal.

3. Price Proposal Phase:

Upon completion of the Second Phase Technical Evaluation, **only** those firms whose technical proposals remain shortlisted will be requested to provide a Price Proposal.

It is the intent of UMIACS that the Price Proposal will consist of quoting minimum discounts from the providers educational hourly rates for professional services. Hourly rates are to be fully loaded as there are no reimbursables associated with the resulting contract (that is the hourly rates are to include all costs associated with the staff person inclusive of travel costs).

3.1 Price Evaluation

Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the professional services. The providers educational retail prices are to remain constant for a minimum of twelve (12) months.

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

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

4. Discussions.

UMIACS reserves the right to recommend an Offeror for contract award based upon the Offeror's technical proposal and price proposal without further discussion. However, should the Committee find that further discussion would benefit UMIACS and the State, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the UMIACS and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

5. Best and Final Offers.

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

6. Final Ranking and Selection

Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contracts to the responsible Offerors whose proposals are determined to be the most advantageous to UMIACS and the State of Maryland based on the results of the final technical and financial evaluation in accordance with the University of

Maryland Procurement Policies and Procedures. Technical merit will have a greater weight than financial in the final ranking. It is anticipated that multiple awards will result from this procurement.

Award may be made to a proposal with a higher technical ranking even if its cost proposal is not the lowest. The decision of the awards of the contracts will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the awards of the contract. The goal is to contract with multiple Contractors that provide the best overall value to UMIACS.

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

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