

# University of Maryland College Park



## Request for Proposal (RFP) No. BPM046313 For Arts For All Website Redesign

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<b>Issue Date:</b>	September 14, 2024
<b>Pre-Proposal Conference:</b>	September 23, 2024 at 1:30 P.M. – 2:30 P.M. EST
<b>Deadline for Questions:</b>	October 2, 2024, at 3:00 P.M. EST
<b>Technical Proposal Due Date:</b>	October 22, 2024 at 3:00 P.M. EST
<b>Financial Proposal Due Date:</b>	October 29, 2024, at 3:00 P.M. EST

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

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

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## SECTION 1 – Introduction, Purpose, Background and Scope of Work

### 1.1 Introduction

#### Art + Technology + Social Justice

Arts for All (AfA) is a Campus-wide Presidential initiative. It collaborates the Arts with the Sciences, Technology and other disciplines to develop new and reimagined curricular and experiential offerings that nurture different ways of thinking to spark dialogue, understanding, problem solving and action. It bolsters a Campus-wide culture of creativity and innovation, making Maryland a national leader in leveraging the combined power of the Arts, Technology and Social Justice to collaboratively address grand challenges.

Arts for All was announced as one of five bold Actions made by the President of the University of Maryland (UMD) during his investiture in April of 2021. Now in the start of its 4th year, it was born from an expansive group of Faculty and Campus Administrators who came together to capture the role the arts played at UMD at that time and envision how the arts could be integrated more fully into our entire Campus community.

Arts for All’s mission is to humanize the world’s grand challenges and to center people-based artistic creativity as we work collectively to investigate and address the issues facing our Region, Nation, and World. Arts for All envisions a world where the arts and design work alongside areas across our Campus to tackle our globe’s grandest challenges from climate change to racial injustice to inequitable development. A world where interdisciplinary teams are unafraid to embrace their own creativity and that of others. A world where a university activates the arts to walk alongside the community it serves, locally, nationally, and globally.

This initiative demonstrates UMD’s tangible commitment to the arts. It fosters arts based curriculum, programming, and research, and offers increasingly more ways to engage with the arts, guided by three major goals:

1. Making the arts more accessible to and representative of our community
2. Placing the arts in dialogue with the sciences and technology
3. Leveraging the community-building and community-sustaining power of the arts in advancing social justice

Arts for All is fully integrated into UMD’s Strategic Plan, Fearlessly Forward in Pursuit of Excellence and Impact for the Public Good. We reimagine learning through the Immersive Media Design major, Creative Place-making minor, and artist-in-residencies; we invest in people through Arts for All Faculty and Student Fellowships, our partnerships with The Clarice’s NextNOW Festival, and School of Music’s Terrapin Community Music School; we take on humanity’s grand challenges, funding multidisciplinary research and fellowships, and partnering the arts with evolving Quantum and AI technologies; and we partner for good with external partnerships throughout our community.

### 1.2 Purpose

The Arts for All website will be part of the multi-site web infrastructure supported by the College of Arts and Humanities. The college website (<https://arhu.umd.edu/>) launched in October of 2018. In 2020-2021, the College migrated a total of 23 units into this new template, including its three schools, eleven Departments and many of its non-teaching units. All of these sites share the same Drupal content management system (CMS) with a multisite configuration, thus sharing design, functionality, content types, configurations, and integrations. Below are the three most important elements of the digital web infrastructure:

**1. Content Management System (CMS)**

Drupal is the current CMS used by the system. The new website must be developed with the same version of Drupal and follows the multisite configuration.

**2. ARHU-Serv**

Developed in-house by our Web and Application Services team (WebAppSvcs), ARHU-Serv is a ReSTful server linked with all of our websites and is responsible for synchronizing shared content. This system hosts all media and other shared content, including personnel directory profiles, events, news, and research activities. It also manages administrative unit information and a majority of the site's taxonomy terms. Refer to *Attachment 1: ARHU-Serv Overview* for an overview of ARHU-Serv's architecture.

ARHU-Serv is the central point for shared content creation, where users can author multimedia content for publication across the College's websites. The system's ability to distribute authored content to select sites or all sites ensures that information remains interconnected and reusable. This not only streamlines content management, but also amplifies our ability to showcase the interdisciplinary nature of the college's academic and research endeavors.

**3. Themes and Widgets**

To enable Content Editors to curate rich, engaging, and timely content, a set of widgets was developed to support both static and dynamically generated content. These widgets ensure that content is displayed in consistent formats, in a visually appealing manner, and in a timely fashion. As a result, Content Editors save time curating content, while website visitors enjoy a user-friendly experience and receive timely information. The set of widgets is available to all websites across all units. Any new theme developed by the Contractor will also need to provide styling for existing, in-use widgets. Refer to *Attachment ARHU Widget List* for the list of widgets.

### **1.3 Background Information**

The University of Maryland, College Park is the flagship Campus of the University System of Maryland. Located just minutes from the nation's capital, the University of Maryland is proud to be recognized for providing an exceptional education experience both in and out of the classroom. Maryland is one of the nation's most outstanding and highly regarded public research institutions: U.S. News & World Report this year ranked Maryland #19 in Top Public Schools. Our vibrant community is distinctively innovative, creative, entrepreneurial and engaged. We are shaped by our global perspective and propelled by our values of academic excellence, intellectual challenge, diversity, inclusiveness, ethical action and civility. As a campus initiative, Arts for All is fully integrated into the Campus strategic plan and represents Campus commitment to art, technology, and social justice.

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

## 1.4 Scope of Work

The campus-wide Arts for All Initiative at the University of Maryland, College Park is seeking to replace their current website as a result of this RFP. This project involves the design, development and implementation of their website for the campus-wide Arts for All. The current website is <https://arts.umd.edu/>.

### 1. **Project Goals:**

This project has several important goals. The most important and the primary goal is to:

- **Support the Arts for All Initiative Mission:**  
The primary goal is to support the AfA Initiative's mission to humanize the world's grand challenges and to center people-based artistic creativity as we work collectively to investigate and address the issues facing our region, nation, and world. This site will both share information about the arts on campus and make sure that students, faculty, staff and the surrounding community have awareness of and access to the arts on campus.

In addition, the project needs to achieve the following goals:

- This site should demonstrate the integration of art, technology and social justice in an innovative way and position the University of Maryland as an interdisciplinary leader.
- **Build a Visually Appealing, Easy to Navigate Website:**
  - Embrace the modern features of Drupal for a visually stunning and user-friendly experience
  - Create a rich, multimedia-centric visual presentation ensuring a visually immersive experience
- **Deliver an Interactive, User-Friendly Experience:**
  - Leverage Drupal 10's accessibility and interactivity features to provide a platform blending minimalist design with dynamic content allowing users to explore the sights and sounds of the arts at UMD without being there in person.
- **Provide a streamlined user experience:**
  - Show clear instructions via tooltips or other mechanisms for content creators and editors to minimize errors and simplify site management.
  - Ensure the website is highly functional yet easy to use for content contributors with varying levels of experience.
- **Develop a Forward-Thinking, Responsive, and Accessible Website:**
  - Create a forward-thinking design, focusing on mobile responsiveness and accessibility.
  - Ensure compliance with WCAG 2.1 A at level AA conformance (<https://www.w3.org/TR/WCAG21/>), making the website accessible to a wider audience, including those with disabilities.

- Seamlessly integrate into ARHU digital web infrastructure:
  - The new website must seamlessly integrate into the existing ARHU digital web infrastructure by incorporating the elements outlined in Section 2.3 About the College's Digital Web Infrastructure above. At the same time, it must ensure that the Arts for All Initiative, a University-wide effort spearheaded by the College of Arts & Humanities, is prominently featured and its vision and mission clearly reflected on the new website.

## 2. Roles and Responsibilities

### A. Contractor Responsibilities:

- The selected Contractor shall assign a Project Manager to manage the project
- The selected Contractor shall be responsible for Research & Discovery Phase
- The selected Contractor shall be responsible for Design and UX – Composition design
- The selected Contractor shall be responsible for developing the information architecture
- The selected Contractor shall be responsible for organizing meetings collaboratively with AfA staff

### B. Arts for All Team Responsibilities:

- The Arts for All Team will be responsible for Content Development & Production
- The Arts for All Team will be responsible for staging content on the new website
- The Arts for All Team will be responsible for Integration with ARHU-Serv

### C. Arts for All Development Team Responsibilities:

The Arts for All Development Team will be responsible for the following:

- **Managing the existing system components**
  - Data Structures: Content Type, Media Bundles, and User Profiles
  - Taxonomy Vocabulary
  - Drupal Views
  - Drupal Site Configurations
  - User Roles, Permission as, and Access
  - Solr Configurations
  - Social Media Account Configurations
- **Codebase and Hosting Environment Management**
  - Overseeing the Drupal hosting environments and serve as the primary contact with the hosting company
  - Providing code access to the Contractor
  - Providing the Acquia environment for development and staging
  - Reviewing and approving Pull Requests
  - Site launch

- **Collaborate with Contractor**
  - Technical implementation relating to ARHU-Serv integration
  - Technical implementation for Permissions and Workflow
  - Ensuring shared content served from ARHU-Serv is available on the Arts for All site
  - Track technical issues
  - Content migration for all shared content

**-END OF SECTION 1-**



## SECTION 2 - Instructions, Conditions and Notices to Offerors

### 2.1 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 (Exhibit A) of this document. Point of contact information is listed in Part I, Section A-1, Items 9(a) through 9(d) (Exhibit A) of this document.

All contact throughout the process is to be made in writing, via email, throughout the RFP process with the exception of information received as a result of a Pre-Proposal Conference. Responses to inquiries will be made in writing and issued to all known participants.

### 2.2 Pre-Proposal Conference

While attendance at the pre-proposal conference is not mandatory, all interested Offerors are encouraged to attend to be able to better prepare acceptable proposals. The optional pre-proposal conference will be held on Monday, September 23, 2024 at 1:30 P.M. to 2:30 P.M. EST at the location noted below:

University of Maryland  
Tawes Building, Room 0236  
College Park, Maryland 20742

\*To RSVP for the pre-proposal conference, send a confirmation email to the Procurement Officer at [kimwill9@umd.edu](mailto:kimwill9@umd.edu) two (2) days prior to the scheduled conference. Offerors should estimate a duration of one (1) hour and thirty (30) minutes. Offerors who are attending the pre-proposal conference are requested to email questions to the Procurement Officer at [kimwill9@umd.edu](mailto:kimwill9@umd.edu) at least two (2) days prior to the conference. Answers to questions will be provided in accordance with Section 2, subsection 2.3 below.

Offerors planning to send a representative are required to contact the Procurement Officer at least three (3) working days prior to the conference. Offerors planning to send more than two (2) representatives to the pre-proposal conference must obtain prior approval from the Procurement Officer. Parking is available at the UMD Stadium Drive Garage (<https://transportation.umd.edu/parking/maps/visitor-parking-map>).

**The Campus Interactive Map is available at the following URL:** <https://maps.umd.edu/map/>

*\*NOTE: Pay close attention to campus parking restrictions, visitor-parking locations on campus are provided on the interactive map.*

The preference is for in-person attendance; however, for those who are unable to attend the in-person Pre-Proposal Conference and still interested in participating, a Zoom link and passcode will be provided by request via email to [kimwill9@umd.edu](mailto:kimwill9@umd.edu) no later than two (2) days prior to conference.

### 2.3 Questions

Offerors are urged to read the specifications carefully and understand fully the terms and conditions of this RFP. Questions and requests for clarification or additional information must be emailed to the Procurement Officer at [kimwill9@umd.edu](mailto:kimwill9@umd.edu) and received no later than October 2, 2024 at 3:00 PM EST. The email should contain the Subject: **“QUESTIONS: Arts for All Website Redesign RFP No. BPM046313”**.

Only emailed questions received by the deadline will be answered. Both questions and answers will be distributed, without identification of the inquirer(s), to all Offerors who are on record with the Procurement Officer as having received this RFP. No oral communications can be relied upon for proposal purposes. To the extent that a question causes a change to any part of this RFP, an amendment shall be issued addressing such.

## 2.4 Amendments to the RFP

If it becomes necessary to revise any part of this RFP, notice of the revision will be issued in the form of an Amendment to Offerors on record with the Procurement Officer as having received this RFP. All Amendments shall become a part of this RFP. Each Offeror is required to acknowledge receipt of Amendments. Failure of an Offeror to acknowledge any Amendment will not relieve the Offeror of responsibility for complying with the content of the Amendment.

## 2.5 Submission of Proposals

Proposals shall be submitted electronically uploaded to the secured Box folders the University of Maryland set up for this RFP. The file format for the technical proposal is Adobe PDF. The file format for the financial proposal is Microsoft Excel.

**The Technical and Financial Proposals must adhere to the proposal and content requirements listed in M. Two Volume Proposals.**

The separate Technical and Financial Proposal documents must be clearly labeled as follows:

<Company Name> **Technical Proposal – AfA Website Redesign**  
<Company Name> **Financial Proposal – AfA Website Redesign**

Submit the proposal documents to the following website addresses:

**Technical Proposals website address:** <https://umd.app.box.com/f/7b8f5c54cb8d46f4947e6009490ad35b>

**Financial Proposals website address:** <https://umd.app.box.com/f/bbf1c369dd28422c9f63a66fd19452f7>

The commingling of technical and financial information or the failure to submit the Technical Proposal and the Financial Proposal **separately** may result in the proposal being deemed **NON-ACCEPTABLE** and thereby rejected.

**NOTE: PROPOSALS CONVEYED TO OTHER EMAILS ADDRESS THAN THOSE PROVIDED IN ITEM D. (6) ABOVE, OR BY TELEFAX OR HARDCOPY WILL NOT BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

## 2.6 Proposal Due Date and Time

**i. Technical Proposals:**

Proposals must arrive at the location identified in Section 2, Paragraph 2.5 of this document on or before October 22, 2024, at 3:00 p.m. EST as applicable, in the designated format.

**ii. Financial Proposals:**

Proposals must arrive at the location identified in Section 2, Paragraph 2.5 of this document on or before October 29, 2024, at 3:00 p.m. EST as applicable, in the designated format.

Depending upon the subject matter of the RFP, Offerors may be required to submit hard copy proposals. In these instances, Offerors are to allow sufficient time for delivery to ensure 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 name of Offeror will not be released until after award.

## **2.7 Treatment of 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 at the designated due date and time will be considered late and will be rejected as non-acceptable. Delivery of the proposal to the specified location by the prescribed date and time is the sole responsibility of the Offeror. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal, late modification of a proposal or BAFO is due to the action or inaction of the University. A record of the late proposal, request for withdrawal, modification of a proposal or BAFO will be retained in the appropriate procurement file.

## **2.8 Duration of Proposal Offer**

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

## **2.9 Alternate Proposals**

In the mutual interest of receiving the best proposal, the University will consider alternate technical and pricing proposals. To submit an alternate proposal, Offeror is required to submit a proposal in the exact format required.

## **2.10 Economy of Preparation**

Each proposal is to be prepared simply and economically, providing a straightforward, concise description of the Offeror's offer and capabilities to satisfy the requirements of this RFP. Emphasis is to be placed on clarity of content and providing a complete response.

## **2.11 Unable To Propose**

If Offeror is unable or unwilling to submit a proposal in response to the requirements, Offeror must indicate this in writing to the Procurement Officer on or before the proposal due date. Electronic mail is an acceptable delivery method for submittal of the Offeror's inability to submit a proposal. UMD requests that Offerors who are unable to respond include a brief explanation of the rationale for non-submission of a proposal.

## **2.12 Public Information Act Notice**

Offerors are required to specifically identify those portions of their proposals that they deem to contain confidential, proprietary information, or trade secrets. The Offeror is further required to provide specific justification, with respect to each separate portion identified, as to why the 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.

For claims of confidentiality to be considered, Offerors must clearly identify and provide individual justification for each and every section that is claimed to contain confidential, proprietary information or trade secrets. It is **not** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations will not be accepted and may result in a proposal being deemed non-acceptable, at the discretion of the Procurement Officer.

### **2.13 Two Volume Proposal**

The selection procedure for this procurement requires an independent evaluation of the technical and financial proposals. This separation allows for evaluation of technical proposals, on a “go/no-go” or “pass/fail” decisional rule based on meeting the technical specifications and business requirements. Consequently, Offeror is required to submit its proposal in two separate volumes as indicated in Section 2.5.

### **2.14 Cancellation of RFP**

The University may cancel this RFP, in whole or in part, or reject any or 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.

### **2.15 Evidence of Responsibility**

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

### **2.16 Solicitation, Proposal Acceptance, Award and Discussions**

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

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

### **2.17 Formation of Contract with Successful Offerors**

The 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](http://www.purchase.umd.edu), select the category "Policies".

## **2.18 Debriefing of Unsuccessful Offerors**

A debriefing of an unsuccessful Offeror shall be conducted upon written request submitted to the Procurement Officer within ten (10) days of the date on which the Offeror knew, or should have known, its proposal was unsuccessful. The debriefing shall be limited to a discussion of the Offeror'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.

## **2.19 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:

<https://www.usmd.edu/usm/procurement/procedures.html>.

## **2.20 Contract Implementation Meeting**

Offerors 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 Offerors by the Procurement Officer.

**-END OF SECTION 2-**

## SECTION 3 – Proposal Submission and Evaluation

### 3.1 Proposal Submittals

The five (5) phases of the solicitation process consist of the following:

- 1) First Phase Technical Proposal (Volume 1 – Technical Proposal)
- 2) Second Phase Technical Proposal
  - Oral Presentations and Reference checks
- 3) Financial Proposal Phase (Volume 2 – Pricing Proposal)
- 4) Negotiation Phase
- 5) Award Phase

#### 3.1.1 First Phase - Technical Proposal Submittal – (Volume 1: Technical Proposal)

Offerors are expected to read the specifications, requirements, and qualifications very carefully and to submit questions, in writing, by the due date for questions. Misinterpretation of specifications, requirements, or qualifications by the Contractor do not relieve the Contractor of responsibility to accurately address these components of this RFP or to perform the contract, if awarded.

The information/items specified as Specifications, Requirements, and/or Qualifications must be addressed in the technical proposal. The proposal must expressly indicate that it satisfies each point of the RFP Requirements, Specifications and/or Qualifications referenced in Section 3 and Section 4. Simple YES or NO responses to stated requirements are insufficient. The Offeror must describe in detail how the proposed products and/or services meet or exceed the stated requirements. The Offeror must explain any exception or deviation from the requirements. In cases where the Offeror cannot or does not meet a requirement, this must be clearly stated along with the reason for not meeting the Requirement, Specification, or Qualification.

##### 3.1.1.1 Technical Proposal Format and Contents

All of the required documentation listed in this section must be included in the Technical Proposal. Failure to submit the documentation or any of the information required may result in rejection of the proposal:

##### **i. Executive Management Summary**

The Offerors' response is to contain an Executive/Management Summary. This section of the Offeror is to contain a brief synopsis of how the Offerors' proposal meets the needs of the University.

##### **ii. Technical Requirements**

Offerors must complete all sections of the Technical Requirements Matrix (**Exhibit B**). The Technical Requirements portion of this RFP provides details of the requirements and preferences of the Arts for All Website Redesign, as well as the requirements for implementation, which includes several identified solutions

currently being used by UMD that require most if not all of their features to be retired and replaced by the Arts for All Website Redesign in working partnership from the selected professional services implementation partner.

So that the Technical Evaluation Committee can easily follow along during the evaluation process, please ensure that responses are stated immediately after the associated requirement statement, preference statement, or information request question.

You may include descriptive literature in your proposal if you refer to specific content. In reviewing the proposals, University personnel will not search through general literature. When a question is asked, answer the question and supply any supportive detail. Any deviation from this format and sequence may result in the proposal being immediately rejected.

### **iii. Narrative Supporting Proposed Solution**

UMD requires Offerors to have a clear understanding and demonstrated experience addressing the complexities and difficulties in managing, administering, and operationally supporting an enterprise-level Arts for All Website Redesign for a research institution of UMD's size and complexity.

While the completed Technical Requirements Matrix (**Exhibit B**) will carry significant weight in the technical evaluation process, Offerors must also include a narrative describing the proposed solution, how it best addresses UMD goals, and what differentiates their solution from competitors.

While responses should address all solicitation items, it is important to note that we also encourage and will consider any creative ideas for improvements or cost savings related to this transaction that may not be suggested in this RFP. Functional, technical, and economical solutions beyond the confines of this solicitation may also be considered.

The responses should address all solicitation items. However, the University reserves the right to consider other ideas and solutions or only a restricted subset of the configuration discussed in this document.

### **iv. Narrative of Implementation Services (required)**

Offerors must also provide a full narrative description, emphasizing the qualifications of the staff managing all aspects of the Arts for All Website Redesign implementation and configuration services, and a narrative about any other "project management aspects" of the said services.

### **v. Reference Accounts**

Offerors must provide three (3) reference accounts for implementing and configuring an enterprise-level Arts for All Website Redesign of similar size and scope at Higher education institutions. These should be in an on-campus and in-person setting and within the United States. At least one of the references must be for a R1 institution with at least 25,000 undergraduate students

### **vi. Section A-1, Solicitation/Contract Form (Exhibit A)**

Offerors must complete Section A-1 Solicitation/Contract Form (Exhibit A) offer section as part of the Technical Volume. Failure to submit this document, signed

by a person duly authorized to commit the Offeror to the proposal, may cause the Offeror's proposal to be rejected, at the sole discretion of the University.

### **3.1.2 Second Phase - Technical Proposal Submittal**

At the sole discretion of the University, Finalist Offerors may be required to submit a Second Phase Technical Proposal and/or invited to make an Oral Presentation to the University's Technical Evaluation Committee.

The Second Phase Technical Proposal may require additional materials for evaluation by the Technical Evaluation Committee. Should the University elect to require such a submittal, the requirements will be specified in an Amendment to this RFP, and a due date and time will be established for submittal. Offerors may be requested to attend an oral presentation. The purpose of the oral presentations is as follows:

- i.** Allow the University to meet the Offeror's Key Personnel. It is anticipated that the Offeror will be requested to have specific Key Personnel attend and be an integral part of the presentation. The University will identify any Key Personnel required to attend, and these must be the same individuals identified in the proposal.
- ii.** To allow the Offeror to highlight and explain selected areas of its Technical Proposal that the University may request in writing before the presentation day.
- iii.** Address specific questions from the University's Technical Evaluation Committee.
- iv.** The oral presentation format will be as directed by the University. The University is not interested in a marketing presentation.
- v.** The criteria and format of the oral presentation will be provided with the written request to conduct an oral presentation.

The University reserves the right to waive the Second Phase Technical Proposal. Selection of the Finalist Offerors may be based on the First Phase Technical Proposal alone. Offerors are therefore encouraged to submit the best possible proposal at each opportunity for submittal.

### **3.1.3 Financial Proposal Phase – (Volume 2: Pricing Proposal)**

The Finalist Offerors who are deemed technically acceptable after the Second Technical Evaluation phase(s) shall be considered in the Financial Proposal phase.

#### **3.1.3.1 Financial Volume**

This volume consists of and must contain the offered pricing information in the format required by the University. Offerors are not to include any technical information or specifications in the financial volume. Inclusion of technical requirements in the Financial Volume, unless technical details are necessary to provide pricing clarity, may result in disqualification of the Offerors' response, particularly if said technical details are not included in the Technical Volume.

#### **3.1.3.2 Pricing Sheet (Exhibit C)**

The Offeror is required to use the provided pricing sheet submittal document (**Exhibit C**) as included. The Offeror is required to complete the electronic Pricing Sheet as provided.



Using the Price Proposal Form will help ensure consistency in the financial evaluation. The price proposal form is to be completed in full when used for the submittal of pricing.

### **3.1.3.3 Best and Final Offers**

The University reserves the right to request Best and Final Offers (BAFO) following the evaluation of technical and pricing proposals. Contractors must submit BAFO pricing information in the format required, on or before the date and time indicated on the BAFO request, and using the means of submission indicated by the Procurement Officer. The Financial Evaluation Committee will recommend to the Procurement Officer that the Finalist Offeror should move forward in the solicitation process.

### **3.1.4 Negotiation Phase**

- a) Negotiations, if any, will be conducted between the Finalist Offeror(s) and the University.
- b) The University has the right to accept the best proposal as submitted, without discussion or negotiation. Offerors should therefore not rely on having a chance to discuss, negotiate, and adjust their proposals.
- c) Finalist Offeror(s) may be asked to discuss their proposals with the University to facilitate the arrival at a contract most advantageous to the University. If the Procurement Officer determines that discussion is in the best interest of the University, the Procurement Officer will advise Finalist Offeror(s) to submit a best and final offer for consideration after discussions are held.
- d) Upon successful completion of negotiations, the University will proceed with the Contract award.
- e) If the Procurement Officer determines that a satisfactory contract cannot be negotiated, the negotiations shall be terminated. In such instances, the University may proceed with negotiations with the next-highest ranked Offeror or may re-advertise the procurement as it deems appropriate.

### **3.1.5 Award Phase**

- a) The Procurement Officer will perform all required due diligence and prepare the Solicitation/Contract Form for signature. Once the contract form is signed by the Department of Procurement and Strategic Sourcing, the Procurement Officer will execute the contract on behalf of the University.
- b) Final contract award, if any, resulting from this RFP, may be subject to appropriate University and State approvals.

## **3.2 Evaluation of Proposals**

### **3.2.1 Basis of Award (Lowest Price Technically Acceptable)**

The University will award a contract resulting from this solicitation to the responsible Proposer whose offer conforms to the solicitation and is determined to be the lowest price and technically acceptable (LPTA). Recommended contract awards, if any, resulting from

this RFP, shall be subject to State and University approvals. Recommended contract awards, if any, resulting from this RFP, may be subject to State and University approvals.

### 3.2.2 Technical Evaluation

#### 3.2.2.1 Evaluation Committees

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

#### 3.2.2.2 Acceptability of Proposals

- The Procurement Officer shall determine which Offerors have met the basic requirements of the RFP
- Failure to comply with any mandatory requirement will normally disqualify a Offeror's proposal
- The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature
- The Procurement Officer may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the University's best interest
- The Procurement Officer may reject in whole or in part any and all proposals if such is in the University's interest, and may conduct discussions with Offerors in any manner deemed necessary to best serve the interests of the University
- The University reserves the right to make an award to more than one Offeror or to split an award among Offerors

#### 3.2.2.3 Technical Evaluation Criteria

The Offeror's response will be evaluated based on clarity and conciseness of its response regarding how the Offeror's proposed solution satisfies each of the Requirements specified in Section 4.

The following minimum technical requirements must be met for the Offeror's proposal to be considered technically acceptable:

##### a) **Technical Requirements Matrix:**

- **Mandatory Requirements:** Offeror's demonstrated understanding and ability to satisfy the University's Mandatory Requirements and the nature of work to be performed. This includes the quality and soundness of the Offeror's approach. (May include Key Personnel Qualifications, appropriateness of labor mix to sample tasks as defined, appropriateness of the level of effort hours defined for each labor category when contract services are involved.)
- **Highly Desired/Desired:** Offeror's demonstrated understanding and ability to satisfy the University's Preferred/Desired requirements and the nature of work to be performed. This includes the quality and soundness of the Offeror's approach.

- Narrative Proposed Solutions
- Narratives for Implementation

**b) Key Personnel Qualifications:**

- (Including key personnel, if applicable) in comparison with the minimum requirements and qualifications articulated in Section 4.

**c) References:**

- **Past Performance:** Determined by references, including but not limited to, the quality of product delivered, ability to meet the specifications as defined, Offeror's record for on-time delivery, technical quality, cost control, demonstrated corrective actions, etc. The University may also use its own past performance with an Offeror as a portion of the evaluation for Past Performance.
- **References:** Offerors must provide references. Cited references must be able to confirm, without reservation, the Offeror's ability to perform as mandated in this solicitation.

**3.2.3 Oral Presentations**

- 3.2.3.1 At the sole discretion of the Procurement Officer, short-listed Offerors may be invited to provide an oral presentation and product demonstration. Information provided during this phase will be used to supplement the prior evaluation of the written technical proposal and the final evaluation of technical capabilities will take into account both the written technical proposal and the oral presentation/product demonstrations.
- 3.2.3.2 The University reserves the right to waive the Oral Presentation/Product Demonstration, in which case the technical evaluation will be based on the written technical proposal submittal alone. Offerors are therefore encouraged to submit the best possible proposal at each opportunity for submittal
- 3.2.3.3 The due date and time of the oral presentation/product demonstration will be determined by the University upon evaluation completion of Technical Proposals. The actual date will be verified with the applicable Offerors at the time the presentation is requested. Refer to the Solicitation Schedule for tentative dates. Offerors are advised to set these dates aside so as to avoid a conflict
- 3.2.3.4 The oral presentation will be informal, as the University is not interested in a marketing presentation, rather, it will be a casual and informal format in which to view the Offerors presentations, etc.
- 3.2.3.5 The purpose and parameters of the Oral Presentation/Product demonstration will be defined by the Procurement Officer at the time of scheduling. This information may be included in Technical requirements in those instances when it is a requirement for short-listed Offerors.
- 3.2.3.6 The criteria and format of the demonstration will be provided with the written request to conduct an oral presentation.

**3.2.4 Financial Evaluation**

Only those Offerors meeting the technical specifications and business requirements will be considered in the Financial Volume evaluation. The Financial Volume evaluation will consist of ranking on the basis of overall best value to the University and State when considering technical submittal. Information from the pricing proposal sheet contained in the Pricing Matrix or on the Price Proposal Form will be used to compute the total price.

**-END OF SECTION 3-**

## SECTION 4 – Technical Requirements and Specifications

### A. Instructions

Utilizing the Technical Requirements Matrix (**Exhibit B**), Offerors are to provide information requested for their proposal in the matrix that follows. In the Proposer's Technical response, the Proposer shall complete the sections of the matrix listed below:

#### Priority Codes/Requirement Level:

M = Mandatory

HD = Highly Desirable Requirement

D = Desirable Requirement

/C = Contractor must confirm agreement to this requirement (i.e.: M/C)

/E = Contractor must explain how their solution meets this requirement. (i.e.: M/E)

#### Response Codes:

E = Your Proposal exceeds the stated Requirement. Please provide a detailed explanation

F = Your Proposal fully complies with the stated requirement, please provide a detailed explanation

P = Your Proposal partially complies with the stated requirement. Please provide a detailed explanation.

N = Your Proposal does not comply with the stated requirement.

### B. Matrix Form

The Proposer must submit the Matrix form completing all sections and following the form's instructions. Include any additional documentation required as an attachment to this form. Clearly label all corresponding attachments with the corresponding item number, i.e. – 1.1, 1.2, 1.3, etc.

Proposers shall address each point below and explain their process for compliance in a question and answer format. Where explanations are required and a simple YES or NO response is insufficient, the Proposer must describe in detail how the proposed products and/or services meet or exceed the stated requirements. Additionally, the Proposer must explain any exception or deviation from the requirements. If a desirable feature is not offered, the Proposer shall clearly indicate such by a "NOT OFFERED" response. Failure to provide either the required information or providing incomplete information for any of the following may be cause for determining a proposal as not reasonably susceptible of being selected for award.

Offerors are required to complete the Technical Requirements Matrix (**Exhibit B**) in its entirety. Failure to comply with this instruction may result in non-responsiveness of Offeror's proposal. Requirements and Specifications will be identified by a code designating its level of importance.

## 4.1 Offeror Data

The Offeror's proposal must include the following information:

### 4.1.1 Offerors/Company Details

4.1.1.1 Offeror's (Company/Corporate) Name (as it appears on current W-9)

4.1.1.2 Offeror's Primary Business Location/Address

4.1.1.3 Company organization chart and staffing profile including tenure for staff

4.1.1.4 Offeror's Main Point of Contact (POC)

4.1.1.4 Offeror's POC Contact Information, location, telephone number, cell phone number, email address

4.1.1.5 Identification of Offeror's Office that will service the University

4.1.1.6 Offeror's Tax Identification Number and current W-9

4.1.1.7 Offeror's Parent Company (if applicable)

- 4.1.1.8 Parent Company business location
- 4.1.1.9 Offeror's Authorized Signer for contractual purposes
- 4.1.1.10 Name and Address for delivery of notices
- 4.1.1.11 Offeror's Small Business status and Maryland Small Business Certification Number with certificate provided as attachment
- 4.1.1.12 Offeror's MBE status and, if MBE company, provide State of Maryland MDOT MBE certification number and date of certification
- 4.1.1.13 If proposing company is not publicly traded, identify principal owners of company

#### **4.1.2 Company Size**

- 4.1.2.1 Identify the number of people employed by Offeror
- 4.1.2.2 Identify the current number of customers serviced by Offeror
- 4.1.2.3 Identify the number of customers serviced by the location that will service the University

#### **4.1.3 Customer Service**

- 4.1.3.1 Overview of customer service program
- 4.1.3.2 Customer Service key contact information
- 4.1.3.3 Location Customer Service is conducted from (if off-shore provide Country/State/Province/City customer service is delivered from)
- 4.1.3.4 Hours of operation for Customer Service location servicing the University

#### **4.1.4 Business Inclusion and Supplier Diversity Program Information**

- 4.1.4.1 Identify whether Offerors has a Business Inclusion and Supplier Diversity Program, provide website link describing the Program, goals, and achievement
- 4.1.4.2 Identify ability to provide detailed sub-Offerors/Tier 2 reporting to customers
- 4.1.4.3 For all RFPs an MBE Participation Goal has been established in section 4.3, Offerors must complete and submit, as part of their financial proposal, the MBE forms contained in **Exhibit D**. All forms shall be completed as instructed in RFP Supplemental (**Exhibit D**) attached. Failure to submit the required forms will render a proposal not susceptible for award and cause it to be rejected.

#### **4.1.5 Sustainability Program and Measures**

- 4.1.5.1 Identify and describe company's Sustainability Program
- 4.1.5.2 Identify sustainability measures tracked by company
- 4.1.5.3 Identify sustainability Eco labels that are used for your company (ePEAT, LEED Green Building Council)

## **4.2 Offerors Qualifications**

### **4.2.1 Affiliate Account Requirements**

Offerors will have staff involved with implementation and configuration activities which include but are not limited to project coordination activities, Arts for All Website Redesign initial and ongoing implementation and configuration activities, integration and functional testing, documentation, UMD staff training, and troubleshooting. Staff must obtain a UMD Affiliate account to perform these duties, which requires providing the following information: SSN, Full Name, Birth Date, and Citizen/Visa Status.

### **4.2.2 Financial Viability**

The University reserves the right to require, during proposal evaluation, that the Offerors 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 Offerors financial responsibility and suitability for contract award.

#### **4.2.3 Key Personnel**

4.2.3.1 Offerors are required to provide appropriate staffing to carry out the functions described in the “Scope of Work” section. Offerors are required to identify all Key Personnel who will be involved in performing the work.

4.2.3.2 Offerors are required to provide vitae/bio information, validating the individuals’ credentials to carry out the work, for all professional personnel who are considered Key Personnel for the work.

#### **4.2.4 Offeror problem resolution and escalation process**

4.2.4.1 Offeror is required to outline the Offerors’ escalation process for problem resolution.

4.2.4.2 Offeror is to identify and provide key contacts including title and contact information for the individuals involved in the escalation process.

### **4.3 Minority Business Enterprise (MBE) Participation**

The University of Maryland College Park has a 29% goal for MBE participation in its procurement activities. This goal is achieved through procurements issued to MBE suppliers on a prime vendor basis and through subcontracting activities on procurements that include subcontractor or Tier 2 relationships in the acquisition of equipment and supplies.

This RFP has an MBE subcontracting goal of 0%. The Offerors are required to complete RFP Supplemental Document 1, Minority Business Enterprise Participation. For all solicitations with a subcontracting goal other than 0%, failure to complete and submit documents outlined and included in RFP Supplemental Document (**Exhibit D**) will result in the Offerors’ offer being deemed non-responsive or not reasonably susceptible of being selected for award.

**-End of Section 4-**

## SECTION 5 - Insurance Requirements, Certifications and Forms

### 5.1 Insurance Requirements

*(For all work performed on University premises, or using equipment or facilities owned, occupied or used by the University, or as otherwise required by the University). See INSURANCE ADDENDUM (Exhibit E) for details on limits.*

- a) The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, appropriate insurance for the goods and services provided. The amount of such coverages shall meet or exceed the minimum coverage specified by law, regulation, industry standard, or the Procurement Officer, whichever is greater.
- b) All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
- c) Policies must name the University of Maryland College Park and the University System of Maryland and their Board of Regents/Trustees, officers, employees, agents and volunteers as "Additional Insureds" on general liability and other policies and this must be reflected on the certificate of insurance, along with the Contract or Purchase Order number.
- d) Contractor must provide a certificate of insurance which clearly states the types of coverage and limits prior to performing the work.

**In addition to satisfying UMD's standard insurance requirements, Offeror shall obtain and carry the following:**

- a) **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 Offeror's performance of services. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.
- b) In cases where personally identifiable information ("PII"), personal health information ("PHI"), electronic personal health information ("ePHI"), electronic medical records ("EMR"), or FERPA Data 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 Offeror's performance of services is required. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.
- c) This requirement may be satisfied by a stand-alone policy or via Professional Liability/ Technology Errors & Omissions insurance policy. If Network Security & Privacy Liability is included in Offeror's Professional Liability insurance policy, the Network Security & Privacy Liability insurance, including its applicable limit, must be specifically evidenced on the Certificate of Insurance.

#### 5.1 Indemnification

- 1) Offeror agrees to indemnify and hold UMD, the University System of Maryland, and the State of Maryland, and their respective regents, officers, employees, and agents and harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses (a) that result from the breach by Offeror



or any of its subOfferors of the provisions of this Addendum, or (b) in the event that Offeror's action or inaction permits or results in negligent or malicious activity within Offeror's environment which results in a Security Incident, including but not limited to unauthorized disclosure of UMD Data, or a fraudulent or unapproved use of PII, PHI, ePHI, EMR, FERPA Data, credit card information.

## **5.2 Certifications and Forms**

Each Proposal must include the following certifications and forms signed by an individual with authority to bind the Proposer:

1. Bid/Proposal Affidavit
2. Conflict of Interest Affidavit and Disclosure
3. Principle of Social Responsibility and Social Responsibility Affidavit and Disclosure
4. Contract Affidavit
5. Corporate Diversity Addendum
6. University of Maryland IT Accessibility Addendum
7. University of Maryland, College Park Sensitive and Secure Data Addendum
8. University of Maryland Section 889 of Public Law 115-232 Affidavit

University forms of certification are attached as **(Exhibit F)**. Failure to include any of the following certifications may result in the Proposal being rejected as nonresponsive.

**-End of Section 5-**

## SECTION 6 - Contract Terms and Conditions

The University will require the Successful Offeror to enter into a written agreement that includes or incorporates the standard Terms and Conditions set forth below hereto. Proposals that are contingent upon any changes to these mandatory terms and conditions, and insurance requirements may be deemed to be non-responsive and may be rejected. Proposals must state, in detail, any exceptions taken to the terms and conditions included in the Contract Terms and Conditions.

The University of Maryland Standard Terms and Conditions apply to University of Maryland College Park (UMD) procurements.

- **AFFIDAVITS, ADDENDA, AND FEDERAL FLOW DOWNS-** The following affidavits, addenda, and Federal flow downs may apply to this Contract and will automatically attach based upon the nature of the procurement and/or funding source. All Affidavits and Addenda requiring signature must be completed by the Contractor and returned to the UMD Procurement and Business Services and must reference the associated Purchase Order Number or transaction number (if ordered by credit card).
- **UMD ACCESSIBILITY ADDENDUM** (for any and all web-based deliverables (including, but not limited to, off the shelf software, custom developed software, and related goods or services used to create, maintain or update the University’s Web pages, Web content, Web-based applications, online instructional content, services and resources.)
- **UMD CONTRACT AND BID/PROPOSAL AFFIDAVITS** (for all Contracts exceeding \$200,000, Contractor shall execute the Bid/Proposal and Contract Affidavit required by the University, which shall be in substantially the same form as the Maryland forms at the time the Contract is executed by the University. Additional University certifications may be required for Contracts of any dollar amount. Any additional required documents and certifications, not included herein, will be identified and provided by the Procurement Officer as part of the procurement process.)
- **UMD FEDERAL FLOW-DOWN CLAUSES** (for any Contract funded by a federal contact, grant, or cooperative agreement.)  
<https://purchase.umd.edu/umd-federal-uniform-guidance-flowdown-provisions>  
or  
<https://purchase.umd.edu/umd-federal-government-flowdown-provisions>
- **UMD SECURE/SENSITIVE DATA ADDENDUM** (for contracts involving sensitive data, including but not limited to Personal Data and identifiers, FERPA Data, Cardholder or other PCI Data, or Health Information.)
- **UMD PROCUREMENT INSURANCE ADDENDUM** (for contracts over \$200,000, or for work performed on University premises, or using equipment or facilities owned, occupied or used by the University, or as otherwise required by the University.)
- **SECTION 889 AFFIDAVIT** (for procurements for equipment/devices or services that include video surveillance, cameras, telecommunications. This federally required affidavit must be completed by the Contractor and returned to the buyer

### I. ANTI-BRIBERY

Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has

been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

**II. COMPLIANCE WITH LAWS**

Contractor hereby represents and warrants that:

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;

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;

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

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.

**III. CONFIDENTIALITY; DISSEMINATION OF INFORMATION**

Contractor shall not release any information related to services or performance of the services under this Contract, nor publish any final reports or documents without the prior written approval of the University. Contractor shall indemnify and hold harmless the State and the University, its officers, agents and employees from all harm which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by Contractor, its agents or employees.

**IV. CONFLICTING TERMS AND ORDER OF PRECEDENCE**

Any proposal for terms in addition to or different from those set forth in the Solicitation or Contract or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this Solicitation or Contract is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this Solicitation or Contract may not be waived.

In the event of a conflict, the University of Maryland's Terms and Conditions shall take precedence over any terms specifically identified in Contractor's proposal or any other forms or documents provided by Contractor. The University is not, and shall not be, bound by any other terms in or referenced by Contractor's proposal, invoices, form(s), or online terms and conditions unless such terms are specifically incorporated herein.

**V. CONTRACTOR'S INVOICES**

Contractor shall include the Purchase Order Number and its Taxpayer Identification Number on the face of each invoice billed to the University. Failure to provide this information on invoicing may result in delayed payment.

**VI. DELAYS AND EXTENSION OF TIME**

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.

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.

**VII. DELIVERY AND ACCEPTANCE**

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

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 specifications may be rejected. Rejected materials shall be promptly replaced. If Contractor fails to promptly replace rejected materials, the University reserves the right to purchase replacement materials in the open market. Contractor shall be liable for costs to replace materials incurred by the University which exceed the bid proposal or Contract price, including expenses such as, but not necessarily limited to, shipping and delivery, if any.

**VIII. DISPUTES**

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

**IX. DRUG AND ALCOHOL FREE WORKPLACE**

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 (Drug and Alcohol Free Workplace), and that the Contractor shall remain in compliance throughout the term of this Contract.

**X. EXPORT CONTROL**

This Contract is subject to US export control regulations including, when applicable, the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the Office of Foreign Asset Control sanctions programs. Each party is responsible for compliance with applicable export and import regulations, and associated embargo and sanction regulations. If any of the materials or information to be furnished under this Contract is a controlled technology on the US Munitions List of the ITAR, Contractor must contact and receive written approval from the UMD Export Compliance Office (export@umd.edu) prior to acceptance of this Contract.

**XI. FERPA (FAMILY EDUCATION RIGHTS AND PRIVACY ACT)** *(applicable if Contractor will have access to, or be responsible for the storage, maintenance and security of, student personal identifiable information protected under FERPA. See, also, UMD SENSITIVE DATA ADDENDA)*

The Parties agree to maintain the privacy and security of personally identifiable educational records and health information and to prevent disclosure in compliance with Federal laws.

**XII. GRAMM-LEACH BLILEY ACT OF 1999** *(applicable if Contract pertains to financial services, banking, student loans or financial aid, or debt collection. See, also, UMD SENSITIVE DATA ADDENDA)*

The Contractor agrees that in performing its obligations under this Contract, the Contractor shall comply with all requirements of a non-affiliated third-party who receive a financial institution's consumer or customer information, under the Gramm-Leach-Bliley Act of 1999 and applicable regulations thereto (the "GLB Act"), and other applicable federal and state consumer privacy acts, rules and regulations. Nonpublic personal information shall have the same meaning as that term is defined in the GLB Act.

The Contractor agrees to disclose such nonpublic personal information for the sole purpose of facilitating the Contractor's performance of its duties and obligations under this Contract and will not disclose such nonpublic personal information to any other party unless such disclosure is (i) allowed by the GLB Act and consented to by the Customer, or (ii) compelled by law, in which case the Contractor will provide notice of such disclosure to the Customer.

The Contractor represents and warrants that it will, for so long as it retains nonpublic personal information, implement and maintain in place the necessary information security policies and procedures for (i) protecting the confidentiality of such nonpublic personal information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such nonpublic personal information, and (iii) protecting against the unauthorized access to or use of such nonpublic personal information. These terms apply to all subcontractors employed by the Contractor who perform work under the scope of this agreement.

**XIII. INDEMNIFICATION**

The University shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

**INSURANCE REQUIREMENTS** (for all work performed on University premises, or using equipment or facilities owned, occupied or used by the University, or as otherwise required by the University). See INSURANCE ADDENDUM for details on limits.

1. The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, appropriate insurance for the goods and services provided. The amount of such coverages shall meet or exceed the minimum coverage specified by law, regulation, industry standard, or the Procurement Officer, whichever is greater.
2. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

3. Policies must name the University of Maryland College Park and the University System of Maryland and their Board of Regents/Trustees, officers, employees, agents and volunteers as “Additional Insureds” on general liability and other policies and this must be reflected on the certificate of insurance, along with the Contract or Purchase Order number.
4. Contractor must provide a certificate of insurance which clearly states the types of coverage and limits prior to performing the work.

**XIV. INTELLECTUAL PROPERTY**

Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, costs or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

- XV. INVESTMENT ACTIVITIES IN IRAN.** Contractor, by accepting this order, certifies that it is not on the list of entities ineligible for award per Board of Public Works Advisory 2013-001, the full text of which is available at: <https://bpw.maryland.gov/Pages/adv-2013-1.aspx>. Written certification shall be furnished to the Procurement Officer on demand.

**XVI. MANDATORY REPORTING OF SUSPECTED CHILD ABUSE AND NEGLECT**

Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the University Procedures for Reporting Suspected Child Abuse and Neglect. The above-referenced USM/University Policy and Procedures are available at the following link: <https://www.usmd.edu/regents/bylaws/SectionVI/> and are incorporated herein. The University reserves the right to terminate the Contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of the University, termination is necessary to protect the safety and welfare of children who come into contact with the University community.

**XVII. MARYLAND LAW PREVAILS**

This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland, without reference to its conflicts of law principles.

**XVIII. MODIFICATIONS AND AMENDMENTS**

This Contract may be amended with the consent of both parties. Amendments may not significantly change the scope of the Contract. Changes to these terms and conditions may only be made by an authorized Procurement Officer in the Department of Procurement and Business Services.

**XIX. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS**

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

**XX. NON-DISCRIMINATION IN EMPLOYMENT**

Contractor agrees to (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, 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 reasonably 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.

**XXI. 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.

**XXII. NON-VISUAL ACCESS CLAUSE (See, also, UMD ACCESSIBILITY ADDENDUM)**

Contractor warrants that the information technology offered hereunder (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. Contractor further warrants that the costs, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of this section, the phrase "equivalent access" means that the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

**XXIII. OWNERSHIP OF DOCUMENTS AND MATERIALS**

Unless explicitly provided otherwise by UMD in the Contract, the Contractor agrees that all documents and materials including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of the Contract shall at any time during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by the Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

**XXIV. PARKING**

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

**XXV. 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 University’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:

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

The University is not liable for interest:

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

**XXVI. POLITICAL CONTRIBUTION DISCLOSURE**

The Contractor shall comply with Election Law Article Title 14 Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county or a municipal corporation or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections (a) before execution of a contract by the State (or University), a county, a municipal corporation or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30 to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html)

**XXVII. PUBLIC INFORMATION ACT NOTICE**

The University is subject to the Maryland Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. Contractors should give specific attention to the identification of those portions of their offer, Contract, and/or related documentation that they deem to be confidential, proprietary information or trade secrets. Contractor may be required to provide justification why such materials, upon request, should not be disclosed by the University.

**XXVIII. RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the services required under the Contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless the University, its officers, agents, and employees from and against all claims, suits, judgements, expenses, actions, damages and costs of every name and description, including reasonable attorney’s fees and litigation expenses arising out of or resulting from the negligent performance of the services of the Contractor under the Contract.



**XXIX. 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.

**XXX. SPECIFICATIONS**

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

**XXXI. SOFTWARE CONTRACTS (See, also, UMD ACCESSIBILITY AND SENSITIVE DATA ADDENDA)**

As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 22 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

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

**XXXII. SUBCONTRACTING OR ASSIGNMENT**

The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the Contract nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the University.

**XXXIII. SUSPENSION OF WORK**

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

**XXXIV. 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.

**XXXV. TERMINATION FOR CONVENIENCE**

Upon written notice to the Contractor, the University may terminate this Contract, in whole or in part, whenever the University shall determine that such termination is in the best interest of the University. The University 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 USM Procurement Policies and Procedures.

**XXXVI. TERMINATION FOR DEFAULT**

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

**XXXVII. UNIVERSITY SYSTEM OF MARYLAND POLICIES, AND PROCEDURES**

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

**XXXVIII. USE OF UNIVERSITY NAME AND LOGO**

Contractor shall not use the names, logos, images, or trademarks of the University, or those of any of its employees or students, including any adaptation of the foregoing, without prior written consent of the University or the individuals in each case.

**-END OF TERMS AND CONDITIONS-**

**EXHIBIT A: A-1 Solicitation/Contract Form**

**EXHIBIT A  
PART I – THE SCHEDULE**

**SECTION A-1 – SOLICITATION / CONTRACT FORM**

1. CONTRACT NUMBER					2. SOLICITATION NUMBER		3. TYPE OF SOLICITATION		4. DATE ISSUED		5. REQUISITION NUMBER	
					BPM046313		NEGOTIATED (RFP)		9.16.24		Not Applicable	
6. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING 2113-R CHESAPEAKE BUILDING COLLEGE PARK, MARYLAND 20742-3111 <a href="http://www.purchase.umd.edu">www.purchase.umd.edu</a>							7. ADDRESS PROPOSAL TO  SEE SECTION (2.5), SUBMISSION OF PROPOSALS					
<b>SOLICITATION</b>												
8. Sealed proposals in original plus number of copies specified in Section 2, Subsection 2.5 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 2, Subsection 2.6.												
CAUTION – LATE Submissions, Modifications, and Withdrawals; see Section 2, Subsection 2.7 entitled "Treatment of Late Proposals". All offers are subject to all terms and conditions contained in this solicitation.												
9. FOR INFORMATION CALL		A. NAME		B. TELEPHONE		C. E-MAIL ADDRESS			D. FAX #			
		Kimberly Williams		AREA CODE	NUMBER				N/A			
				301	405-5819	<a href="mailto:kimwill9@umd.edu">kimwill9@umd.edu</a>						
<b>OFFER (Must be fully completed by Offeror)</b>												
10. In compliance with the above, the undersigned agrees, if this offer is accepted within the time period specified in Section 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 Offeror acknowledges receipt of all amendments to the SOLICITATION.												
This contract incorporates the Solicitation/Request for Proposal and any amendments thereto, as well as Offeror's proposal and amendments thereto. In the event of a discrepancy between the terms of this contract, including amendments and modifications made thereto, and Offeror's proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order: This Contract, including the Solicitation/Request for Proposal and amendments and modifications made thereto Offeror's proposal, including amendments and modifications made to the proposal. This contract, including the documents incorporated by reference and any negotiated changes prior to contract award, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.												
12. NAME, ADDRESS AND FEI NUMBER OF OFFEROR					13. OFFEROR REMIT-TO ADDRESS					14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Print or Type)		
15. TELEPHONE NUMBER				16. SIGNATURE				17. OFFER DATE				
AREA CODE		NUMBER										
<b>AWARD (To be completed by University)</b>												
18. ACCEPTED AS TO ITEMS LABELED					19. AMOUNT					20. ACCOUNT #		
21. ADMINISTERED BY (If other than Item 6)												
22. NAME OF PROCUREMENT OFFICER					23. UNIVERSITY OF MARYLAND					24. AWARD DATE		
(Type or Print)					(Signature of Procurement Officer)							
<b>IMPORTANT – Award will be made on this Form or by other authorized official written notice.</b>												

**EXHIBIT B: Technical Requirements Matrix (Attached Separately)**

**EXHIBIT C: Pricing Sheet (Will be issued through Amendment)**

**EXHIBIT D: MBE Forms (Attached Separately)**

**EXHIBIT E: Insurance Addendum**



## UNIVERSITY OF MARYLAND INSURANCE ADDENDUM

**Name of Vendor/Offeror:**

**UMD Procurement Contract Number:**

**Product or Service:**

THIS INSURANCE ADDENDUM BETWEEN OFFEROR AND THE UNIVERSITY OF MARYLAND (UNIVERSITY) IS HEREBY INCORPORATED INTO THE CONTRACT IDENTIFIED ABOVE.

The terms and amounts of required coverage may be changed at the Procurement Officer's discretion. For construction contracts, Builder's Risk insurance also applies.

1. Offeror shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by Offeror under this Contract.
  - a) Commercial General Liability Insurance including all extensions:
    - \$2,000,000 each occurrence;
    - \$2,000,000 personal injury;
    - \$2,000,000 products/completed operations;
    - \$2,000,000 general aggregated
  - b) Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
  - d) Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
  - e) If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident. A combined single limit policy is acceptable.
  - f) Food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.
2. All policies for liability protection, bodily injury or property damage must specifically name or its face, the State of Maryland, the University System of Maryland, and the University of Maryland as "Additional Insured" as respects to operations under the contract and premises occupied by Offeror provided, however, with respect to Offeror's liability for bodily injury or property damage under items 1a-1f above, such insurance shall cover and not exclude Offeror's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

## UNIVERSITY OF MARYLAND INSURANCE ADDENDUM

3. 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 Offeror’s performance of services. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.
  - a) 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 Offerors performance of services is required. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.
  - b) This requirement may 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 Offeror’s Professional Liability insurance policy, the Network Security & Privacy Liability insurance, including its applicable limit, must be specifically evidenced on the Certificate of Insurance.
4. Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.”
5. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders’ rating of “A-” or better, and a financial size of “Class VII” or better in the latest edition of Best’s Insurance Reports.

**EXHIBIT F: Certifications and Forms**

**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.

**B-1. 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.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I 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):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I 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;
  - (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;
  - (4) 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):

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**E. AFFIRMATION REGARDING DEBARMENT**

I 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).

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**F. 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):

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**G. 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.

**H. 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.

**I. 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.

**J. 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.

**K. 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)

### 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 insubstantially 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



**The University of Maryland – RFP No. BPM046313 Arts for All Website Redesign**

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):

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Signature of Authorized Representative and Affiant)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_

**PRINCIPLES OF SOCIAL RESPONSIBILITY and  
SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION**

**I. Principles of Social Responsibility**

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

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

The above laws are referred to as “Social Responsibility Laws.” The Bidder or Offeror’s compliance with the above laws is referred to as “Social Responsibility.”

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

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

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

**SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE**

A. The bidder or Offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws after the date of this affidavit, the bidder or Offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

B. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS I HEREBY AFFIRM THAT:

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

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(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):

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(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):

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(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):

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(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):

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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)

\_\_\_\_\_  
(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 or  foreign;
- (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 APPLICABLE) filed with the 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](mailto: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 \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, 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](http://www.sos.state.md.us)

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

NOTE: The political contribution disclosure form is available at [http://www.elections.state.md.us/campaign\\_finance/disclosure\\_of\\_contributions.html](http://www.elections.state.md.us/campaign_finance/disclosure_of_contributions.html). Frequently asked questions and answers are available from this website.

**E. DRUG AND ALCOHOL FREE WORKPLACE**

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

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - c) Prohibit its employees from working under the influence of drugs or alcohol;
  - d) Not hire or assign to work on the contract anyone 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.

F. 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 \_\_\_\_\_, 20\_\_\_, 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: \_\_\_\_\_

**The University of Maryland – RFP No. BPM046313 Arts for All Website Redesign**

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

\_\_\_\_\_ (Company Name)





## CORPORATE DIVERSITY ADDENDUM

**Instructions:** Pursuant to § 11-101 of the Tax-Property Article, certain entities must provide a Corporate Diversity Addendum, which contains certain diversity data specified by Code of Maryland Regulation (“COMAR”) 24.01.07. To determine whether you must provide the Corporate Diversity Addendum, please complete Worksheet A.

Failure to complete the Addendum or failure to meet the criteria therein may prohibit you from receiving certain State benefits. For more information, refer to COMAR 24.01.07.

Please be aware, the information you include in the Corporate Diversity Addendum may be shared with other Maryland State agencies.

### Worksheet A

1. Are you an entity that is required to be in good standing with the State Department of Assessments and Taxation (“SDAT”), and meets the following definition:

(1) A commercial enterprise or business that is formed in the State or registered with SDAT to do business in the State; or (2) a corporation, foundation, school, hospital, or other legal entity for which none of the net earnings inure to the benefit of any private shareholder or individual holding an interest in the entity?

Yes – Proceed to Question 2

No – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

2. Check the appropriate box if you are any of the following types of entities:

Sole Proprietor

Limited liability company (LLC) owned by a single member

Privately held company if at least 75% of the company’s shareholders are family members

Entity that (1) has an annual operating budget or annual sales less than \$5,000,000; and (2) has not qualified for or applied for, and does not intend to apply for, a State benefit, as defined below

Did you check at least one box?

Yes – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

No – Proceed to the Corporate Diversity Addendum on Page 3.

“State benefit” means (1) a State capital grant funding totaling \$1.0 million or more in a single fiscal year (July 1 – June 30); (2) State tax credits totaling \$1.0 million or more in a single fiscal year (July 1 – June 30); or (3) the receipt of a State contract with a total value of \$1.0 million or more. “State contract” means a contract that (a) resulted from a competitive procurement process and (b) is not federally funded in any way.

## CORPORATE DIVERSITY ADDENDUM

### AFFIDAVIT (I)

**UNDER PENALTIES OF PERJURY**, I hereby swear that the entity submitting this report is not required to submit the Corporate Diversity Addendum.

Entity/Business Name:

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Federal Employer Identification Number (FEIN):

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SDAT Identification Number:

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Name of Entity's representative completing this Affidavit (print clearly):

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Title:

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## CORPORATE DIVERSITY ADDENDUM

**Instructions:** If you are required to provide the Corporate Diversity Addendum, completing Affidavit (II) on Page 4 is mandatory. A response to both items is required. Failure to provide a complete response to either of the two items may render the entity ineligible for certain state benefits. For more information, refer to COMAR 24.01.07.

I. A response to Item I is required. However, the content of your response has no bearing on eligibility for State benefits. Select below the underrepresented communities, which are represented on this entity’s board or in executive leadership. Select all that apply.

- Alaska Native
- Asian-Pacific Islander
- Black or African-American
- Hispanic or Latino
- Native American
- Native Hawaiian
- One or more of the racial or ethnic groups listed above
- None of the above

II. Check the box next to the following Corporate Diversity indicators that pertain to this entity. *Note that references to underrepresented communities refers to communities listed in Item I above. The examples provided are intended to be representative, not exclusive.* Select all that apply.

1.  Entity maintains written workforce diversity, equity, and inclusion (“DEI”) policies.
2.  Entity offers DEI training to its workforce.
3.  Entity assigns a senior-level employee as responsible for oversight and direction of the entity’s DEI efforts.
4.  Entity reports performance of its workforce DEI programs on its website.
5.  Entity includes DEI objectives in performance plans of its managers.
6.  Entity publishes information on its website about its DEI commitments and efforts.
7.  Entity provides career advancement training/opportunities for employees, including members of underrepresented communities.
8.  Entity collaborates with educational institutions, or is an educational institution, serving significant or predominant student populations or affinity groups from underrepresented communities (e.g., career fairs, scholarships, internships, apprenticeships).
9.  Entity has a supplier diversity policy that provides business opportunities to diverse suppliers, including businesses owned by members of underrepresented communities, such as State-certified Minority Business Enterprises (“MBEs”).
10.  Entity publicizes its procurement opportunities to encourage participation from businesses owned by members of underrepresented communities.
11.  Entity measures percentage of contract dollars awarded to businesses owned by members of underrepresented communities, including MBEs.
12.  Entity provides support and outreach to underrepresented communities and/or organizations that represent underrepresented communities.

Only entities that meet at least 33% (4) of the Corporate Diversity Indicators above, by checking all the applicable boxes, qualify to receive a State benefit.

## CORPORATE DIVERSITY ADDENDUM

### AFFIDAVIT (II)

**UNDER PENALTIES OF PERJURY**, I declare that I have examined this Corporate Diversity Addendum, and to the best of my knowledge and belief, it is true, correct, and complete.

Entity/Business Name:

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Federal Employer Identification Number (FEIN):

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SDAT Identification Number:

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Name of Entity's representative completing this Affidavit (print clearly):

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Title:

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Signature \_\_\_\_\_

Date \_\_\_\_\_

**Penalties for Submitting False Information.** If information provided by the entity in this form or by other means is materially false, the entity and the individual providing the false information may be subject to criminal prosecution for perjury, procurement fraud, and other crimes and may be subject to debarment, and all State benefits or contracts to the entity made in reliance upon the inaccurate form or other information may be void or subject to termination for default. See COMAR 24.01.07.

## UNIVERSITY OF MARYLAND IT ACCESSIBILITY ADDENDUM

Name and address of Offeror, Licensor, Offeror (herein, “Seller”): \_\_\_\_\_

\_\_\_\_\_

UMD Contract/RFP/PO (“Contract”): \_\_\_\_\_

Product/Service (“Deliverables”): \_\_\_\_\_

Effective Date: \_\_\_\_\_

THIS INFORMATION TECHNOLOGY (IT) ACCESSIBILITY ADDENDUM BETWEEN SELLER AND THE UNIVERSITY OF MARYLAND (UNIVERSITY) IS HEREBY INCORPORATED INTO THE CONTRACT AND APPLIES TO THE SELLER’S DELIVERABLES AS DEFINED HEREIN.

### I. Background.

- A. The University of Maryland (“University”) is committed to creating and maintaining a welcoming and inclusive educational and working environment for people of all abilities, and to ensuring equal access to information and services for all its constituencies. The University’s Web Accessibility Policy sets minimum standards for the accessibility of all university Web pages used to conduct core university business and academic activities to ensure compliance with applicable state and federal regulations, specifically, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990. Web-based information and services delivery are the primary means by which the campus community and its visitors communicate and conduct business.
- B. It is the shared goal of the Parties for all web-based deliverables provided pursuant to the Contract (including, but not limited to, off the shelf software, custom developed software, and related goods or services used to create, maintain or update the University’s Web pages, Web content, Web-based applications, online instructional content, services and resources) (herein, “Deliverables”) to comply with University policy and applicable law, and to provide substantially similar functionality, experience, ease of use, and information access to individuals with disabilities as they provide to individuals without disabilities.

### II. Representations.

- A. Except as specifically provided herein, Seller represents and warrants that all Deliverables shall conform and continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 (WCAG 2.0) level A and AA and any other accessibility standards required by law (herein, collectively, the Accessibility Standards).
- B. Seller agrees to provide evidence of compliance with Accessibility Standards before this Agreement becomes effective and any other time upon request of the University.
- C. In the event any Deliverables do not fully conform to the Accessibility Standards at any time, as a continuing and ongoing duty, Seller must notify University of such nonconformance and immediately provide detailed information regarding its plan to achieve conformance, including

but not limited to a roadmap and timeline for compliance and a proposal to provide equal access, at no cost to the University, until such time as the Deliverables are fully compliant.

**III. Accessibility Assessment.**

- A. Upon written request, Seller will provide University with accessibility testing results, demo of accessibility features and/or other written documentation as assurance and verification of compliance with the Accessibility Standards. Parties agree that a current Voluntary Product Accessibility Template (VPAT) version 2.3 or higher (available at <https://www.itic.org/policy/accessibility/vpat>) shall satisfy this requirement.
- B. University may opt to conduct an independent assessment of the accessibility of the Deliverables but will not be responsible for doing so.

**IV. Resolution of Accessibility Matters.**

- A. Seller designates the following as its point of contact for accessibility matters arising under this Addendum: \_\_\_\_\_
- B. Seller shall promptly respond to complaints about accessibility made by the University, or any third party who may have standing to bring an accessibility claim related to the Deliverables. Seller shall give priority to resolving any such complaint.
- C. Upon receipt of a complaint, or notice of failure to comply with the Accessibility Standards, Seller shall promptly meet with University representatives and mutually agree upon an appropriate timeline by which Seller will resolve, at no cost to the University, any identified accessibility issue(s).
- D. Seller agrees to defend, indemnify and hold harmless the University from and against all claims, costs, fines, and other liabilities arising from or connected to any Deliverable’s nonconformance with the Accessibility Standards or Seller’s failure to comply with the requirements of this Addendum.

**V. General.**

- A. Failure to comply with any terms of this Addendum shall constitute a material breach of this Agreement and shall be grounds for termination by the University.
- B. This Addendum is attached to and incorporated as part of the Contract. The terms of this Addendum shall take priority over and replace any related terms contained in the Contract or any Seller terms of use, click through/user licenses, or privacy policies.

**ACCEPTED AND AGREED TO BY:**

**SELLER**

\_\_\_\_\_  
By (signature)

\_\_\_\_\_  
Name of authorized official

\_\_\_\_\_  
Title of authorized official

\_\_\_\_\_  
Date

**UNIVERSITY OF MARYLAND, COLLEGE PARK  
SENSITIVE AND SECURE DATA ADDENDUM**

Name of Vendor/Offeror:	
UMD Contract Number:	
Product or Service:	
Address for Notices and Reports to UMD:	<a href="mailto:soc@umd.edu">soc@umd.edu</a> (or the then-current security email address made available by UMD)

THIS ADDENDUM IS HEREBY INCORPORATED INTO THE CONTRACT IDENTIFIED ABOVE (“CONTRACT”) BETWEEN THE OFFEROR NAMED ABOVE (“OFFEROR”) AND UNIVERSITY OF MARYLAND (“UMD”).

**1) DEFINITIONS**

- a. “Appropriate Measures” shall mean compliance with applicable regulatory and industry requirements, as well as best practices for administrative, technical, and physical security controls; *provided however*, that in no case shall such measures provide less than equivalent protection to that described in the security standards and controls of NIST SP 800-53 “Security and Privacy Controls for Federal Information Systems and Organizations” (Moderate Baseline).
- b. “Security Incident” means any actual, suspected, alleged, or potential unauthorized use, access to, disclosure, loss, breach, or alteration of UMD Data. Unsuccessful attempts to access information or “pings” on the system do not constitute a Security Incident.
- c. “UMD Data” means without limitation all information, data, personal data, sound, image, video, or other files, including applications, that are provided to, uploaded to, stored, or otherwise accessible by Offeror pursuant to or in connection with the Contract.

Personal data includes, but is not limited to, personally identifiable information (as defined in applicable law), including without limitation name, address, phone number, date of birth, Social Security Number, and student or personnel identification number; FERPA Data (as that term is defined below); cardholder data; biometric information; geolocation data; internet or other electronic network activity information, including IP address; driver’s license number; other state or federal identification numbers such as passport, visa, or state identity card numbers; account number or credit or debit card number, or an account number or credit card number in combination with any required security code, access code or password that would permit access to an individual’s financial account; personal health information (as defined in applicable statutes, laws, and regulations); and such other data and information as may be specified by applicable law as “personal data,” “personal information,” “personally identifiable information” or the equivalent.

- d. “UMD Resources” includes without limitation software, hardware, configurations, and licenses.

**2) GENERAL**

- a. All rights, title, and interest in UMD Data and UMD Resources shall at all times remain the property of UMD. Offeror acquires no rights other than those expressly granted in the Contract.
- b. Upon termination or expiration of the Contract, all UMD Resources shall be restored to UMD.
- c. Offeror represents and warrants that, to the best of its knowledge, Offeror’s software and all its components do not violate any patent, trademark, trade secret, copyright, or any other right of ownership of any other party.



- d. To the extent that assignment, delegation, or subcontracting is permitted by the Contract, Offeror shall contractually require any subOfferors or assignees providing services to UMD pursuant to the Contract to comply with this Addendum. Offeror shall disclose to UMD any subOfferors related to the services to be provided to UMD.
- e. Offeror shall establish and maintain Appropriate Measures, to protect against:
  - 1) Unauthorized access to, or destruction, loss, or alteration of the UMD Data or UMD Resources; and
  - 2) Interruptions to services and/or unavailability of materials provided pursuant to the Agreement, subject to any limitations described in the Agreement.

For purposes of clarity, paragraphs 1) and 2) are exemplary risks, the inclusion of which does not limit the applicability of the Appropriate Measures to protect against other risks.
- f. UMD or its auditors shall have the right to audit Offeror’s security related to the processing, transport, or storage of UMD Data.
- g. Offeror shall maintain a business continuity plan to address disaster recovery of UMD Data. Offeror shall provide satisfactory details of such plan to UMD upon request.
- h. Offeror shall ensure continuity of services in the event of Offeror being acquired or a change in Offeror’s management.
- i. Notwithstanding anything in the Contract to the contrary:
  - 1) Offeror shall not have the unilateral right to limit, suspend, or terminate the service (with or without notice and for any reason); and
  - 2) Offeror shall not disclaim liability for third-party action or negligence.
- j. Offeror shall make available audit logs that include, but are not limited to, the recording of privileged user and regular user access activities, authorized and unauthorized access attempts, system exceptions, and information security events (as available).

**3) UMD DATA**

- a. In connection with the Contract, Offeror may: create, host, maintain, receive UMD Data from or on behalf of UMD and/or its students; and/or have access to, records or record systems containing UMD Data.
- b. Offeror shall not use, access, share, sell, disclose, re-release, or distribute UMD Data unless:
  - 1) Expressly permitted or required by the Contract, and as necessary to fulfill its obligations under the Contract;
  - 2) Required by applicable law or other legal process; or
  - 3) Otherwise authorized by UMD in writing.
- c. Offeror shall not allow or authorize any officers, employees, agents, or subOfferors of Offeror to access or use UMD Data unless they have agreed to comply fully with the obligations imposed by the Contract and this Addendum.
- d. Offeror shall safeguard UMD Data using Appropriate Measures.
- e. Offeror shall maintain the confidentiality of all UMD Data using at least the same standard of care it uses to protect its own confidential or proprietary information but, in any event, no less than Appropriate Measures.
- f. Offeror shall not capture, maintain, scan, index, share or use any UMD Data for any non-authorized activity. For purposes of this requirement, “non-authorized activity” means data mining or

processing of data, stored, or transmitted by Offeror, for any purpose (other than providing the services to UMD) that is not explicitly authorized in the Contract or under applicable law.

- g. Upon termination or expiration of the Contract, and at UMD’s option, (a) Offeror will provide UMD with reasonable assistance to transfer the UMD Data to an alternate system, or (b) Offeror shall delete any UMD Data and shall restore the UMD Data to UMD. Any deletion of UMD Data must comply with NIST SP 800-88 Rev. 1 Guidelines for Media Sanitization, or then-current standards.

#### 4) OBLIGATIONS RELATED TO SPECIFIC TYPES OF DATA

a. **Credit Card Data (PCI–DSS Compliance):**

- 1) Offeror acknowledges that it is responsible for the security of cardholder data to the extent that Offeror possesses or otherwise stores, processes, or transmits cardholder data on behalf of UMD, or to the extent that Offeror can impact or affect the security of the cardholder data environment. Furthermore, Offeror agrees not to introduce, import, or store credit card data within UMD’s network, thus triggering a requirement for PCI compliance within UMD’s general network.
- 2) Offeror affirms that, as of the effective date of the Contract, it and any third-party provider with whom it subcontracts in connection with the Contract has complied with all applicable PCI requirements, is considered compliant with the Payment Card Industry Data Security Standard (“PCI DSS”), and has performed the necessary steps to validate its compliance with the PCI DSS. Furthermore, Offeror affirms that in any performance hereunder it and any third-party provider with whom it subcontracts in connection with the Contract shall remain compliant with all laws and regulations applicable to the provision of its services, including payment and PCI-related services or solutions.
- 3) Offeror agrees to supply the current status of Offeror’s PCI DSS compliance status to UMD, and evidence of its most recent validation of compliance, upon execution of the Contract.
- 4) Offeror will immediately notify UMD if it learns that it is no longer PCI DSS compliant, and will immediately inform UMD of the steps it is taking to remediate the non-compliance status. In no event should Offeror’s notification to UMD be later than seven (7) calendar days after Offeror learns it is no longer PCI DSS compliant.
- 5) UMD may terminate the Contract immediately without penalty upon notice to the Offeror in the event Offeror fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

b. **FERPA Compliance:**

- 1) In connection with the provision of services to UMD under the Contract, Offeror may receive, have access to, or store “Education Records,” as defined under the Family Educational Rights and Privacy Act (“FERPA”) and the regulations promulgated pursuant thereto (all such UMD Data hereinafter “FERPA Data”).
- 2) Offeror agrees to comply with this Addendum in connection with its use, storage, and acquisition of FERPA Data.
- 3) Offeror understands and agrees that UMD designates Offeror as a “School Official” with a “Legitimate Educational Interest” in any personally identifiable information contained in the FERPA Data. (“Legitimate Educational Interest” and “School Official” shall have the meanings given to them in FERPA.)
- 4) Offeror therefore agrees that with respect to all FERPA Data that Offeror creates, hosts, maintains, stores, processes, receives, accesses, or controls, Offeror will comply with all obligations that FERPA imposes on a School Official, including but not limited to the duty:

- a) To use the FERPA Data only as necessary to provide services or fulfill its duties under the Contract or as expressly authorized by UMD;
- b) Not to share, sell, disclose or distribute such FERPA Data to any third party except as expressly provided for in the Contract, required by applicable law, or as otherwise authorized by UMD in writing;
- c) Not to allow or authorize any of its officers, employees, agents, or subOfferors to access FERPA Data unless and until they have been instructed of their obligations under FERPA and have agreed to comply fully with those obligations;
- d) To store, manage, and/or destroy FERPA Data in accordance with FERPA; and
- e) Only to re-disclose, manage and/or destroy FERPA Data in aggregated, de-identified forms as authorized under FERPA.

c. **HIPAA Compliance:**

Offeror agrees that it will execute a Business Associate Agreement with UMD, if any of the UMD Data created, hosted, maintained, stored, processed, or accessed by or otherwise made available to the Offeror pursuant to the Contract is “protected health information,” as defined by Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and the rules and regulations promulgated pursuant thereto.

**5) SECURITY AND DATA PROTOCOLS**

- a) Offeror shall develop, implement, maintain, and use Appropriate Measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted data received from, or on behalf of UMD or its students, including without limitation UMD Data.
- b) Offeror shall support SAML2/Shibboleth, or shall provide another method of multi-factor authentication (“MFA”), which alternate method must be acceptable to UMD.
- c) Offeror represents and warrants that all UMD Data shall be stored on servers within the United States. Offeror shall notify UMD in writing not less than one hundred and eighty (180) days in advance of any changes in the location of UMD Data if, as a result of the change, UMD Data will be stored outside of the United States.
- d) Offeror agrees that any transfer of UMD Data between UMD and the Offeror, or within Offeror’s computing environment, will take place using then-current industry standard encryption protocols.
- e) Offeror certifies that UMD Data will be stored and maintained in an encrypted format using at least then-current industry standard encryption practices.
- f) Offeror will use only Appropriate Measures to access and electronically transfer UMD Data files to/from UMD and/or the Offeror.
- g) Offeror will substantially comply with Open Web Application Security Project (“OWASP”) Secure Coding Practices.
- h) Offeror shall give UMD written notice within forty-eight (48) hours if it receives a subpoena or other governmental request or demand seeking the disclosure of UMD Data in order to allow UMD a reasonable amount of time to respond, object, or to otherwise intervene in the action. Offeror will cooperate with UMD in any effort to contest such request or demand or to seek a protective order. Offeror agrees that any violation of this review requirement might cause irreparable injury to UMD, and that UMD will be entitled to injunctive relief, in addition to any other rights and/or remedies provided by the Contract, this Addendum, or applicable law.
- i) Prior to a proposed production of any UMD Data, Offeror and UMD shall agree on the costs of production.

- j) UMD shall have the right at all times for any reason whatsoever in its sole discretion, including for purposes of discovery of electronically stored information, to access, retrieve, collect, search, copy and/or remove any or all UMD Data at any time. Offeror will aid such access, retrieval, collection, searching, copying and/or removal immediately upon receipt of a written request from UMD.
- k) Offeror shall provide access, copies, and/or retrieval, collection, searching, and removal capabilities twenty-four (24) hours a day, seven (7) days a week, with exceptions for scheduled and emergency maintenance. Upon Offeror's receipt of a written request from UMD, at Offeror's expense, Offeror will provide UMD with any logs, data compilations, or other information or materials applicable to UMD within forty-eight (48) hours of the written request.
- l) **Maryland Law re Protection of Personally Identifiable Information:** Offeror will maintain a privacy governance program that substantially conforms to the requirements of Md. Code Ann., State Government Article, Title 10, Subtitle 13 (*"Protection of Information by Government Agencies"*), and Md. Code Ann., State Government Article, §10-13A-03 (*"Protection of Personally Identifiable Information by Public Institutions of Higher Education"*).
- m) **International Data Privacy Law Compliance:** If any UMD Data created, hosted, maintained, stored, processed, or accessed by or otherwise made available to Offeror pursuant to the Contract is subject to international data privacy laws, including but not limited to the EU General Data Protection regulation, Offeror agrees that it will execute the then-current version of any regulatory-required standard contractual clauses pursuant to such laws.

6) **THIRD PARTY REPORTS**

- a) UMD requires that Offeror provide assurances that Offeror has established and continuously maintains Appropriate Measures in its handling of UMD Data.

If Offeror is handling payment card data, then Offeror must supply UMD with a new status report and evidence of validation of PCI compliance (an "Attestation of Compliance" or "AOC") at least annually.

- b) Offeror shall make available a report of a third-party review by a recognized independent audit organization. Such report must be submitted upon granting of the Contract; upon renewal of the Contract; and at other times if requested by UMD.

Examples of acceptable control assessment reports include (but are not limited to):

- 1) AICPA SOC2/Type2
  - 2) ISO 27001/2 Certification
  - 3) FedRAMP Authorization
- c) If Offeror does not have the reports specified in Section 6(b), then Offeror must submit a Higher Education Cloud Vendor Assessment Tool ("HECVAT") upon execution of the Agreement, upon renewal of the Agreement, and at other times if requested. If, in its sole discretion, UMD believes that Offeror's HECVAT responses do not comply with Appropriate Measures, such non-compliance will be considered a material breach of the Agreement.
  - d) If Offeror fails to provide any reports required by this Section on the anniversary of the Contract's effective date, such reports shall be provided to UMD within thirty (30) days of Offeror's receipt of a written request.
  - e) Offeror shall perform a formal penetration test on an annual basis. Offeror shall make the results of such tests available to UMD each year on the anniversary of the effective date of the Contract.
    - 1) If Offeror fails to provide the penetration test results on the anniversary of the Contract's effective date, such results shall be provided to UMD within thirty (30) days of Offeror's receipt of a written request.

- 2) If a penetration test results in a negative finding, then Offeror shall re-perform penetration tests at Offeror's expense until the negative finding is resolved.
- 3) A penetration test means "the process of using approved, qualified personnel to conduct real-world attacks against a system so as to identify and correct security weaknesses before they are discovered and exploited by others."
- 4) This penetration test must be performed at Offeror's expense by a third-party, the identity of which will be disclosed to UMD upon request.

## 2 SECURITY INCIDENT

- a If Offeror becomes aware of a Security Incident, Offeror will immediately notify UMD, and will provide any other notifications required by applicable law and requirements, including without limitation PCI DSS requirements, FERPA, and HIPAA.
- b Notice shall include:
  - 1) The nature and scope of the breach and the affected records or data; and
  - 2) Steps that Offeror has taken to mitigate any further breach and prevent further breaches.
- c At Offeror's expense, Offeror will cooperate with law enforcement authorities (if applicable) and with UMD to investigate a Security Incident and, where necessary, to comply with all applicable legal obligations, including but not limited to all applicable laws and/or regulations governing breach notification (including paying costs of notification and remediation); *provided, however*, that Offeror shall not make any such notifications without UMD's prior written consent.
- d Offeror shall comply with any UMD requests to notify those affected by the Security Incident at Offeror's expense.
- e UMD has the right, in its sole discretion, to terminate the contract in the event of a Security Incident, such termination to be effective immediately upon Offeror's receipt of notice.
- f If the Security Incident resulted from Offeror's or its subOfferor's negligence or breach of the Contract or this Addendum, Offeror shall promptly reimburse all costs to UMD arising from such Security Incident, including but not limited to costs for notification and remediation services, the time of UMD personnel committed in response to breach, civil and/or criminal penalties levied against UMD, attorney's fees, and court costs, etc.

## 3 INSURANCE REQUIREMENTS.

**In addition to satisfying UMD's standard insurance requirements, Offeror shall obtain and carry the following:**

- a **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 Offeror's performance of services. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.
- b In cases where personally identifiable information ("PII"), personal health information ("PHI"), electronic personal health information ("ePHI"), electronic medical records ("EMR"), or FERPA Data 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 Offeror's performance of services is required. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.
- c This requirement may be satisfied by a stand-alone policy or via Professional Liability/ Technology Errors & Omissions insurance policy. If Network Security & Privacy Liability is included in

Offeror's Professional Liability insurance policy, the Network Security & Privacy Liability insurance, including its applicable limit, must be specifically evidenced on the Certificate of Insurance.

#### **4 INDEMNIFICATION**

- a** Offeror agrees to indemnify and hold UMD, the University System of Maryland, and the State of Maryland, and their respective regents, officers, employees, and agents and harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses (a) that result from the breach by Offeror or any of its subOfferors of the provisions of this Addendum, or (b) in the event that Offeror's action or inaction permits or results in negligent or malicious activity within Offeror's environment which results in a Security Incident, including but not limited to unauthorized disclosure of UMD Data, or a fraudulent or unapproved use of PII, PHI, ePHI, EMR, FERPA Data, credit card information.
- b** Offeror acknowledges that any indemnification obligation provided for under the Contract applies also to the failure of the Offeror or any of its subOfferors to be and to remain compliant with the requirements of this Addendum.

**UNIVERSITY OF MARYLAND SECTION 889 OF PUBLIC LAW 115-232  
AFFIDAVIT**

**Supplier Certification regarding Section 889 of Public Law 115-232,  
“Prohibition  
on Certain Telecommunications and Video Surveillance Services and  
Equipment”**

(Individual signing) \_\_\_\_\_ , certifies that (Company Name) \_\_\_\_\_  
\_\_\_\_\_, is in compliance with Section 889 of Public Law 115-232 in the provision of  
certain Telecommunications and Video Surveillance services and equipment and is providing equipment  
that does not contain a substantial or essential component of any system, or as critical technology as part  
of any system parts, componentry, or software from any prohibited entities, including but not limited to  
Hikvision, Huawei, ZTE, Hytera, Hangzhou, and Dahau.

The supplier is required to monitor the prohibited parties listing related Section 889 of Public Law 115-  
232 to ensure compliance with all related prohibitions.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date