



**UNIVERSITY OF MARYLAND
BALTIMORE
COMPETITIVE SEALED BIDS
INVITATION FOR BIDS - IFB88700KB**

**FOR
VIRTUAL COACHING PLATFORM**

Issued: Monday, October 22, 2018
Pre-Bid Conference: Monday, October 29, 2018 @ 1:00PM ET
Deadline for Questions: Wednesday, November 7, 2018
Due Date for Bids: Monday, November 12, 2018 at @ 2:00PM ET

Issued by: University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room # 02-100
220 Arch Street
Baltimore, MD 21201-1531
Attn: Kristal Burgess
410-706-0772(voice)
410-706-8577 (fax)

Deliver to: Same as above
Building can be accessed during the hours
of 8:00 am to 5:00 pm, Monday through
Friday.

Pre-Bd Conference: Same address as above
Room # 02-101

SPECIAL ACCESS: Anyone requiring special assistance in obtaining a copy of the solicitation, in attending a pre-bid conference or in delivering a bid are requested to contact the Buyer listed above at least 48 hours in advance.

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IFB88700KB – VIRTUAL COACHING PLATFORM

SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland, Baltimore (herein called the “University” or “UMB”) intends to contract for Virtual Coaching Software.

B. ISSUING OFFICE

Kristal Burgess

University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room 02-100
220 Arch Street
Baltimore, Maryland 21201-1531
(410) 706-0772

The sole point of contact in the University for purposes of this IFB is the issuing office. Any questions with regard to any aspect of this Invitation for Bids must be directed to **Kristal Burgess** in writing.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by the close of business **Wednesday, November 7, 2018**. Inquiries will receive a written reply. Copies of replies will also be posted on the University’s website: www.umaryland.edu/procurement/ebid-board.

D. DELIVERY OF BIDS

Bids must be delivered to:

The University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room 02-100
220 Arch Street
Baltimore, MD 21201-1531

E. BID OPENING DATE

In order to be considered, the original and one electronic version on electronic storage (CD or flash drive) of each bid must arrive at the issuing office by **Monday, November 12, 2018**, no

later than 2:00 p.m. Vendors mailing bids should allow sufficient mail delivery time to insure timely receipt by Strategic Sourcing and Acquisition Services. Vendors utilizing the U.S. Mail or similar methods which would not deliver directly to Room 02-100 of the Saratoga Street Offices are cautioned to allow sufficient time for the delivery to Room 02-100. Delivery of proposals to the campus mailroom or any location other than this office will NOT be considered “delivered” until they have physically arrived and have been clocked-in at Strategic Sourcing and Acquisition Services. Bids or unsolicited amendments to bids arriving after the closing date and time will not be considered.

F. ACCESS TO ISSUING OFFICE

The Saratoga Street Offices, which houses Strategic Sourcing and Acquisition Services, is accessible by the general public between the hours of 8:00 a.m. until 5:00 p.m. Monday through Friday with exception of legal holidays. There is a guard in the lobby area and vendors are required to sign in at the guard’s desk and gain permission to enter the Office Levels of the building. Office Level 2 (13th floor), where Strategic Sourcing and Acquisition Services is located is accessible to the public by two elevators located in the main lobby of the building. If you park in the Saratoga Street Garage and Office building, you must take the garage elevators down to the ground level and then enter the Lobby where the guard's desk is located and utilize the elevators located in the Lobby in order to ascend to the Office Level 2. Vendors must allow sufficient time in delivering replies to solicitations to insure timely receipt by the Issuing Office.

G. PRE-BID CONFERENCE

[Choose one of these]

There will be a Pre-Bid Conference held in conjunction with the IFB. Attendance at the Pre-Bid conference is not mandatory. The conference will be held at Strategic Sourcing and Acquisition Services, Saratoga Street Offices, Level 02, Room 02-101, 220 Arch Street, Baltimore, MD 21201-1531.

While attendance at the Pre-Bid Conference is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable bids. If your firm plans to send representatives, please call the issuing office by **Friday, October 26, 2018**. We ask that a maximum of two (2) representatives from each company attend this meeting.

At the Pre-Bid conference, potential offerors will have an opportunity to: (1) ask and receive answers to all questions regarding the specifications and general conditions, (2) receive any additional information relating to this contract, and (3) [if applicable] inspect the areas involved, (4) [if applicable] address student, faculty and staff concerns.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Kristal Burgess at (410) 706-0772 with specific requests at least five (5) business days prior to conference.

H. DURATION OF OFFER

Bids are to be held valid for 90 days following the closing date for this IFB. This period may be extended by mutual agreement between the vendor and the University.

I. TERM OF CONTRACT

Term of Contract

The contract shall be for a period of three (3) years beginning on the day of award.

The University shall have the option to renew the contract for three (3) additional one (1) year terms, said option(s) to be exercised at the sole discretion of the University.

J. EVALUATION OF BIDS/METHOD OF AWARD

Award will be made to the responsive and responsible bidder that meets the entire requirement of the solicitation and provides the lowest total price for the services listed in Appendix F. A single award will be made as a result of this solicitation.

K. BID ACCEPTANCE

The University reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this IFB, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

L. FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER

The Contract to be entered into as a result of this IFB (the “Contract”) shall be by and between the bidder as contractor and the University in the form of either a University **Purchase Order** or **Contract** and shall contain the provisions included herein as Appendix A (Schedule B) or Appendix C (Service Contract) as well as any additional terms required by the University of Maryland, Baltimore or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C (Services) and/or Appendix A (Commodities) [**whichever is appropriate**] and will execute a contract on that form upon request by University of Maryland, Baltimore.

M. BID AFFIDAVIT AND CERTIFICATIONS [if Greater than \$100,000]

State procurement regulations require that bids contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included as Appendix B of the IFB.

N. CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Offerors must complete, sign and return Appendix I, Certification Regarding Investment Activities in Iran with their solicitation response. Companies appearing on the Investment Activities In Iran list are ineligible for award.

O. ELIGIBILITY TO PURCHASE

The pricing, terms and conditions of any successful bidder's bid and any contract that results from this IFB may be made available to other agencies for cooperative procurements. By submitting a bid, the contractor agrees to extend the bid price structure and discounts to all University System of Maryland campuses and facilities within the State of Maryland, and any other educational institution in the State of Maryland.

All purchases under this contract by any entity which is not a unit or agency of the State of Maryland (1) shall constitute a purchase or contract between the Contractor and that entity only, (2) shall not constitute a purchase or contract of the State of Maryland, (3) shall not be binding or enforceable against the State of Maryland or any of its units or agencies, and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchases. Contractor bears the risk of determining whether or not any entity from which the Contractor receives an order under the Contract is a unit or agency of the State of Maryland such that the contract may be enforced against the State of Maryland.

IFB88700KB - VIRTUAL COACHING PLATFORM

SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this IFB is to provide information to vendors interested in preparing and submitting bids to meet the requirements for a Virtual Coaching Platform described herein. Bids will be received for the items/services specified herein or attached hereto under the terms, conditions and general specifications of this IFB.

B. GENERAL INFORMATION FOR VENDORS

1. Bids must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.
2. Each bidder must furnish all information required by the IFB. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent of the corporation must be accompanied by evidence of their authority.
3. This Invitation for Bids creates no obligation on the part of the University to award the contract or to compensate offerors for Bid preparation expenses.

C. ADDENDA /AMENDMENT TO THE IFB

If it becomes necessary to revise any part of the IFB, addenda will be posted to the eBid Board at www.umaryland.edu/procurement/ebid-board. It remains the responsibility of prospective Offerors to check the website frequently until the bid opening date for any addenda issued prior to the submission of bids.

An acknowledgement of the receipt of all amendments and addenda issued before the bid due date shall be required from all vendors submitting a bid.

D. CANCELLATION OF THE IFB

The University may cancel this IFB, in whole or in part, at any time.

E. INCURRED EXPENSES

The University will not be responsible for any costs incurred by any vendor in preparing and submitting a bid, delivery of or return of representative samples (if applicable).

F. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward, concise description of the vendor's offer to meet the requirements of the IFB.

G. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Bid in response to this IFB, the firm accepts the terms and conditions set forth in this IFB.

H. PROCUREMENT REGULATIONS

This IFB and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.

I. MULTIPLE BIDS

Vendors may not submit more than one Bid.

J. ALTERNATE SOLUTION BIDS

Vendors may not submit an alternate to the solution given in this IFB.

K. CONTRACTOR RESPONSIBILITIES

The University shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this IFB. Subcontractors, if any, shall be identified and a complete description of their role relative to the Bid shall be included. The University's intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom the University has a reasonable objection. Notification of such objection will be made by the University within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

L. PUBLIC INFORMATION ACT

Offerors must specifically identify those portions of their Bids, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, , Title 4, General Provisions Article, Annotated Code of Maryland.

Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your Bid with a proprietary statement). This confidential and/or proprietary information should be identified Failure to comply may result in rejection of your Bid.

M. MINORITY BUSINESS ENTERPRISE NOTICES

- a. Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice.

N. ARREARAGES

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

O. TAXES

The University of Maryland, Baltimore is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

P. IFB RESPONSE MATERIALS

All written materials submitted in response to this IFB become the property of the University and may be appended to any formal documentation, which would further define or expand the contractual relationship between the University and the successful vendor(s).

Q. BID SECURITY [N/A]

R. MARYLAND PUBLIC ETHICS LAW, TITLE 5

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per §5-502 of the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland.

If the bidder/offeree has any questions concerning application of the State Ethics law to the bidder/offeree's participation in this procurement, it is incumbent upon the bidder/offeree to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeree to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

S. HIPAA

Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

**IFB88700KB - VIRTUAL COACHING PLATFORM
SECTION III**

SPECIFICATIONS/SCOPE OF WORK

A. BACKGROUND

The University of Maryland, Baltimore is a public institution with the multiple missions of education, research and service. The 34-acre complex is located in downtown Baltimore, a city that has become a model for urban rebirth and vitality. The UMB complex has over 5,000 employees and approximately 6,000 students enrolled in seven professional schools: School of Dentistry, School of Law, School of Medicine, School of Nursing, School of Pharmacy, School of Social Work and Community Planning and the Graduate School.

The University of Maryland, Institute for Innovation & Implementation, through our Technical Assistance and Implementation Center, provide support around workforce development for leadership, practitioners, parents, youth, and stakeholder's working within the child-, youth-, and family serving systems. We use an implementation science framework to provide training and technical assistance. Support is offered through training, coaching, and additional implementation support using in-person and distance learning technologies such as the online training center. This technology allows University staff to provide quick and real time feedback on practice as well as reduce cost of implementation support efforts. The current Virtual Coaching Platform (VCP) supports remote learning, workforce development, and research through a secure web-based platform.

VCP enhances Evidence Based Practice (EBP) and programmatic implementation through ongoing coaching and supervision for community-based practice by giving coaches and supervisors the ability to “observe” direct practice without the time and expense incurred by travelling for live observations. It further allows practitioners to view and rate their own recorded sessions, sharing of clips for peer learning, feedback from supervisors and coaches around specific segments of practice recordings or documents, and supports supervisors to provide consistent and reliable feedback on supervisee performance. Lastly, VCP allows organizations, staff, and supervisors’ access to cost efficient ongoing implementation support by practice experts who may be off-site in different cities or states. The VCP will be used across multiple practices and organization types as well as with multiple states.

B. SCOPE OF PROJECT

The University of Maryland, Institute for Innovation & Implementation is issuing this Invitation for Bids (IFB) to procure a new virtual coaching management system and services for our Technical Assistance and Implementation Center, that delivers all the functional capabilities of the legacy systems, while providing improved security, performance, and user experience aimed at improving our national workforce development initiatives. We require a state-of-the-art, modern system that will improve the training and support to our staff and

clients and result in increased operational efficiencies including data downloads for analysis and quick easy reporting on platform activities.

The system shall go live date on or before July 1, 2019 (if this deadline cannot be met, please provide justification and a proposed due date).

The University's project goals/objectives include:

- Promote remote training and coaching, so that staff and supervisors can learn new practices from experts who may be off-site in different cities or states.
- Enhance ongoing local coaching and supervision for community-based practice by giving coaches and supervisors the ability to "observe" direct practice without the time and expense that is incurred by travelling for live observations.
- Allow trainees to "observe" videos of expert (and inexpert) practice; to view and rate their own practice; to share video clips of their practice with peers and supervisors; and to receive feedback from supervisors in reports that link back to specific segments of practice recordings.
- Improve supervision by training supervisors to provide reliable feedback on supervisee performance.

C. SPECIFICATIONS

The following provides specifications and characteristics of the equipment/services and provider. The characteristics have been designated as being either mandatory or desirable. Vendors are asked to reply to each specification addressed with completeness and accuracy. Vendors are not to reply with YES or NO answers only.

All materials, equipment, supplies or services shall conform to all applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The offeror may offer any brand, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate in your Bid the manufacturer's name, model number and specifications.

The offeror shall submit with his Bid cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous Bid shall not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection.

D. FUNCTIONAL REQUIREMENTS

A. System Features

The system should be a commercially available virtual coaching management system that, in its original configuration or with necessary customization to adapt to the University's

specific processes or the system can be a customized system. This can be an existing system or a customized system. The University desires to acquire and implement a system that integrates current virtual coaching and other specialty functions, operations, and data and provides an improved user interface reflecting current workflows.

The University will only consider a software-as-a-service (SaaS) solution hosted by the responder or a third party. It will be the responsibility of the Contractor to perform the tasks necessary to implement the virtual coaching management system including, but not limited to, the following:

1. Provide, configure, install, test and integrate a new virtual coaching management system that provides online web-based coaching via online tests, online learning, virtual meetings (in real time) and tracking of student progress at all levels of coaching.
2. Provide, design and implement standard reports.
3. Provide integration of video editing and management features that allows users to upload, edit and save videos for demonstration and learning purposes.
4. Provide for the ability to readily interface with other applications in the future.
5. Elastic cloud storage allowing the data storage capacity to expand or contract according to our needs based on a software driven event or our ability to reconfigure.
6. Configurability by the University administrators and end users.
7. Compatibility across web browsers, e.g. Internet Explorer/Microsoft Edge, Firefox, Google Chrome, Safari, etc..
8. Simplified data entry, ease of navigation, less chance of duplication.
9. Document management with the ability to associate (upload or scan) external documents and videos by all user types.
10. Ad-hoc reporting, with the ability to aggregate data at multiple levels, including location, staff, total, etc.
11. Workflow using business rules and user tasks will be incorporated to guide user through the coaching and learning processes.
12. Ability to associate (upload or scan) to specific staff or individual records by all user types.
13. Ability to edit and save newly edited videos.
14. Ability to migrate data from legacy system, as well ability to share data with learning management systems.

B. Mandatory Functional Requirements

Offeror's inability to provide any of the mandatory functional requirements will be cause for determining a proposal as not reasonably acceptable of being selected for award:

1. Ability to access system anywhere, anytime on multiple devices, including phones, tablets, computers.
2. Ability to create user groups and assign users so that they can only see certain information within assigned groups. Example: the State of Michigan would be

- group, and only those assigned to Group Michigan would be able to view information based on their permission within this group.
3. System access where a user not assigned to a group, can only access information entered or uploaded by them.
 4. Capacity to learn from multi-media sources including videos, narration, and interactive quizzes.
 5. Ability to track individual and group progress real time.
 6. Include multiple permission levels for expert coaches, state, university, organization leadership, and workforce levels.
 7. Customizable and automated reminders and session assignment emails that include completion and ready to compare features.
 8. Capacity for customizable coaching tools and variations of use of the tools for any given session type.
 9. Ability to create coaching clips or segments of audio or video files for feedback.
 10. Capacity for administrative tracking of participation in coaching sessions at multiple levels.
 11. Drag and drop file uploading capabilities.
 12. Ability to see all elements of a coaching session within a scoring session (all files and scoring templates) in one place.
 13. System must include a searchable database for files or sessions.
 14. System must have the ability to run reports at all levels in the system (across permissions and roles).
 15. Automated email generation when action is needed from a staff person.
 16. Integrated and individualized feedback reports.
 17. Easy data export options for tools as well as workforce activities.
 18. Ability to learn by scoring and comparing scores to national experts.
 19. Easily navigated workflow.
 20. Clips created for feedback should attach to the coaching session and associated documents or audio/video files.
 21. Have the capacity for group coaching experiences but allow flexibility in how scores are shared across the group.
 22. Feedback reports should be connected to a coaching session as well as the ability to be aggregated in a prescribed reporting cycle and report.
 23. Ability to automatically score tools and include scores per tool across multiple tools for one coaching session.
 24. Ability to narrate a feedback report that includes qualitative and quantitative feedback on coaching elements.
 25. Ability to change coaching session elements after it has been started and/or assigned. i.e. add a document or audio/video file.
 26. Capacity to share tools across state or organizational sites as well as across programs without reentering tools.
 27. Ability to obtain a 'score' from ratings on a session and see the score after rating. For example: "are 10 yes/no questions. I rate 6 yes, 4 no. The score shows as 60. I can see this score on the prep scoring screen and in my prep queue. I also want to be able to set a weighted score for different parameters. For example: There are 20 yes/no questions. The first 10 are worth 9 points each and the second 10 are worth

1 point each. I rate 6 yes from the first 10 and 2 yes from the second 10. My score is 56.”

28. Ensure all sessions are searchable by contents within a session as well as other worker, org, or state variables and be able to organize information similarly.
29. Be able to limit searches by certain criteria.
30. System must have a site and coach filing system to organize and archive sessions similar to windows explore.
31. System must include hot keys for video/audio reviewing for simple commands like pause, stop and play.
32. System must include autosave feature.
33. Ability to merge audio files in the order needed. For example if a worker and a supervisor record a supervisory session and then record a activity – The VCP should have the capacity to merge those files for review or have the capacity to include multiple sessions in a session or note which one would be reviewed first, .
34. The capacity to transfer files across organizations if needed for learning opportunities.
35. Ability to assign to multiple workers at the same time.
36. The system should be HIPAA compliant, as well as compliant with National Institute of Standards and Technology (NIST), whichever is more stringent.
37. Include completion rates so users know if they have missed an item.
38. Ability to access user behavior logs.
39. Ability to secure scores from being seen by a worker until they finalize their scores and then can compare to the master scorer/expert coach.
40. Ability to use any key to pause and play video/audio.
41. Ability to export data from multiple people and be able to compare by segment on one video.
42. Ability to create a feedback report for multiple people at once on the same preparation, and be able to compare answers line by line. Specifically, allowing both the candidate and the coaches to enter scores and comments, match which questions were correct and incorrect. This should also allow for groups to match their scores to a particular coach (or coaches).
43. Being able to download multiple sets of data from different preparations at once (such as multiple excel sheets downloaded to a zip file).
44. From the Administrative Overview, be able to sort Preparations (and the assigned users) in different ways, especially by upload date.
45. Ability to turn on/off each automated email for each person (such as under the organization or individual user settings).
46. Ability for comments/scores to be automatically be time-stamped with an indication of where that comment is on the scrub bar (see below)
47. The capacity for the “dots” created on the scrub bar (see above) to also be noted in an easily understandable table with more comment details with the ability to click on dots that will automatically scroll down to the table.
48. The system shall be developed in compliance with the Sharable Content Object Reference Model (SCORM) standards, allowing units of content to be shared across learning management systems.
49. Ability to “copy and paste” preparations across organizations and the new

preparation to not be connected to any previous user data from the preparation it was copied from.

50. An easy to navigate user library for clips, preparations, and files assigned to them or uploaded by a user (with capacity to sort with several criteria).
51. Ability for administrators to upload or add to the user library (either clips, preparations, or files).
52. Ability for administrators to download either audio/video clips, preparations, and files from the library.
53. Clear notation of the origins of clips/preparations (i.e., which files/preparations they are created from).
54. Ability to archive records.
55. Ability to delete user accounts.

E. **WARRANTY:**

Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract, during and after the terms of this contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor’s industry.

Right to a Refund. If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

Any exercise of the State’s rights under this IFB shall not prejudice the State’s rights to seek any other remedies available under this Contract or applicable law.

Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not

provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

F. CONTRACTOR DUTIES AND RESPONSIBILITIES

The Contractor shall provide the following:

1. Develop new system for the University.
 - a. Collaboratively work with the University resources to configure the System to meet our business needs, including business process analysis, functional and technical requirements.
 - b. Develop and submit a project schedule that details all relevant activities, to be approved by the University.
 - c. Install, configure and host the new system for the University.
 - The Contractor will provide the supporting infrastructure, as well as provide the necessary licenses, configurations, as well as requisite installation and supporting documentation.
 - The Contractor must be an authorized reseller or distributor and installer of the manufacturer.
 - The system will utilize elastic cloud storage.
 - d. Provide three instances of the system as required, including User Acceptance Testing, Training and Production.
 - e. Provide complete operational and system documentation for the new system to include a data dictionary for all data elements in all modules in the system.
2. Export, Backup, Disaster Recovery
 - a. Export/Import
The Contractor will work with the University for all data import and export requests.
 - b. Backups
The Contractor will be responsible for providing a backup of the System and instructions for accessing the backup.
 - c. Disaster Recovery
 - The Contractor shall provide System Disaster Recovery process documentation for the System and shall participate in DR tests twice annually to identify any changes that need to be made to the DR plan to ensure System availability.
 - The Contractor shall describe in its proposal a comprehensive DR approach, including an explanation of how the data will be recovered.
3. Migrate data from the legacy application into the new System in collaboration with the University and legacy system vendor (University of Portland).
 - a. Develop data conversion routines for processing batch data provided from the legacy application to import into the new System.
 - b. Execute validation routines and reports to ensure that legacy data has been migrated successfully into the new System.

- c. Facilitate user acceptance tests to ensure legacy data has been loaded correctly and is being displayed accurately.
- 4. Provide Training.
 - a. Provide instructor-led, onsite training for staff and IT staff in its operation, functions, and capabilities.
 - b. Provide train-the-trainer instructions for staff to prepare them to train end users.
 - c. Provide end-user documentation and training materials that can be used by the UMB to conduct training.
 - d. Contractor will develop and provide a user's manual and virtual training on the system use.
- 5. Provide Maintenance & Support.
 - a. Annual product support, including but not limited to: program updates, defect fixes, security alerts, critical patches, updated program documentation and technical support for the entire term of the contract.
Note: A defect is something inaccurate in any work product related to system development and support.
 - b. Maintenance and operations support for activities, including but not limited to: batch processing, product configurations and approved data corrections.
 - c. Provide maintenance that requires outages shall be performed outside of peak hours. Any emergency maintenance that requires system downtime during system availability/support hours shall first be approved by UMB.
 - d. Provide technical support tier 2.
 - Tier 1 Support is provided by the University and is the basic level of customer support, for example login issues, system access, printing reports, and other basic user interface issues. This level of support requires a general understanding of the product.
 - Tier 2 Support is provided by Contractor by staff who have technical knowledge and troubleshooting capabilities. This level of support requires advanced technical skills and some specialized knowledge of the intricacies of the product and its integration with other platforms (e.g. network, browser, database, etc.).

G. TRANSITION

1. The Contractor shall support requested activities for technical, business and administrative support to ensure an effective and efficient end-of-Contract Transition-Out to the University or a third party, e.g., a successor contractor, as directed by UMB. Examples of these activities include a final project debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices.
2. The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by UMB.
3. The Contractor shall provide a draft Transition-Out Plan 120 business days in advance of Contract end date.
4. The Transition-Out Plan shall address at a minimum the following areas:

- a. Staffing and any staffing concerns/issues related to the closeout of the contract
 - b. Communications and reporting process between the Contractor and UMB
 - c. Security
 - d. Hardware/software configuration requirements
 - e. Transfer of any required software licenses to UMB or designee
 - f. Activities and approximate timelines required for Transition-Out
 - g. Knowledge transfer, to include:
 - i. A working knowledge of the current system as well as the general business practices
 - ii. Review the procedures and practices that support the business process and current knowledge of all technical and functional matters associated with the system, its architecture, data file structure, data dictionary, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the contract
 - iii. Documentation that lists and describes all hardware and software tools utilized in the performance of the contract
 - h. The Contractor's schedule to complete tasks and any unfinished work items (including open change requests, and known bug/issues)
 - i. Any risk factors with the Transition-Out schedule
 - j. Documented risk factors and suggested mitigations
5. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by UMB.

H. INSURANCE

- 1. a. The contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and University of Maryland, Baltimore. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.
- b. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers Compensation and Employers Liability insurance, in the same manner, including the additional insured

requirements in paragraph O.1.e., as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.

- c. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University."
- d. No acceptance and/or approval of any insurance by University of Maryland, Baltimore shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.
- e. NAMED ADDITIONAL INSURED – The University of Maryland, Baltimore and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverages **except Workers Compensation**, and the certificates of insurance (or the certified policies, if requested) must so indicate through inclusion of appropriate endorsement. **Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.**
- f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.
- g. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland, Baltimore or participation institutions from supervising or inspecting the operations of the contractors as the end result.
- h. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Contractor shall be as fully responsible to the University for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

- i. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University. The insurers must have a policyholders' rating "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
- j. UMB will consider deductibles or self-insured retention as part of its review of the financial stability of the bidder. Any deductibles or self-insured retention shall be disclosed in the Contractor's Bid and shall be assumed by the Contractor.

2. The Contractor shall purchase the following insurance coverages:

- a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted in section O.5 must be met. Such Commercial General Liability policy shall include the following extensions:
 - i. It is preferred that the general aggregate limit applies separately to this project:
 - ii. Premises/Operations:
 - iii. Actions of Independent Contractors:
 - iv. Products/completed Operations to be maintained for two (2) years after completion of the contract.
 - v. Contractual Liability including protecting for the Contractor for claims arising out of liability assumed under this contract.
 - vi. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):
- b. **Business Automobile Liability**, which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired or non-owned motor vehicles, uninsured motorist's insurance and automobile contractual liability.

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS.

CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.

- c. **Workers Compensation** – statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.
3. The coverage listed in Section III, O.2.a., b., and c. (above) shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**
- 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. Business Automobile Liability -
\$2,000,000 each accident
 - c. Workers Compensation insurance – statutory requirements. Employer’s liability insurance - \$1,000,000 each accidental injury; and \$1,000,000 policy limit for disease.
4. **Tort-Claim Act** – It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.
5. **NOTE:** If insurance required in terms 2.a.iv. and v. above has been issued on a “claims made” basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:
1. Agree to provide certificates of insurance evidencing the above coverages for a period of three (3) years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor’s or Subcontractor’s work under this contract, or
 2. Purchase an extended (minimum three (3) years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself, and

3. The “retroactive date” must be effective prior to the inception of the work under this contract, and
4. No “sunset” clauses shall apply.

A CERTIFICATION FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT MUST BE PROVIDED WITH ANY BID.

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SECTION IV. BID FORMAT

A. ONE PART SUBMISSION

Bidders shall submit one original and one electronic version of their entire bid on electronic storage (CD or flash drive) in a single sealed package/envelope.

Each bidder is required to label the sealed bid. The bid shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

B. REQUIRED BID SUBMISSION

Bidders shall include the following with their Bid:

a. **Transmittal Letter:** A transmittal letter prepared on the vendor's business stationery should accompany the Bid. The purpose of this letter is to transmit the Bid; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Bid. The Transmittal should include the following:

- Name and address of the Bidder;
- Name, title, email address and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number;
- Bidder's MBE certification number (if applicable);
- Any information which is claimed to be confidential is to be noted by reference and included in the Transmittal Letter. Each page that is confidential or proprietary should be marked.

- b. Appendix F- Price Sheet
- c. Appendix B- Bid Affidavit
- d. Appendix C- Service Contract
- e. Appendix D- Contract Affidavit
- f. Appendix E- Certification Regarding Investment Activities in Iran
- g. Appendix G- Company Experience / Reference Form
- h. References are requested from customers who are capable of documenting the bidder's ability to provide the services as detailed in Appendix G - Section V
- i. Acknowledgement of Amendment (if any)

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SECTION V. APPENDICES AND ATTACHMENTS

APPENDIX A-	Schedule B – Terms and Conditions of Solicitation and Purchase Order Terms and Conditions
APPENDIX B -	Bid Affidavit
APPENDIX C -	Service Contract
APPENDIX D-	Contract Affidavit
APPENDIX E-	Certification Regarding Investment Activities In Iran
APPENDIX F-	Price Sheet
APPENDIX G-	Company Experience / Reference Form

APPENDIX A

SCHEDULE B
University of Maryland, Baltimore
SOLICITATION TERMS & CONDITIONS
November 2006

Definitions:

- (a) "Contractor" or "Contractor" means a person, partnership, corporation or other entity submitting an offer in response to a University solicitation.
- (b) "Offer" means a quote submitted by a Contractor.
- (c) "UMB" means the University of Maryland, Baltimore or any other component of the University System of Maryland (USM) on behalf of which this procurement is made by UMB.
- (d) "Contract" an agreement entered into by UMB for the acquisition of supplies, services, construction, architecture services and engineering services.

Terms:

1. Reservation of Rights. This solicitation creates no obligation on the part of UMB. This solicitation may be cancelled at any time prior to opening of offers. UMB reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services described in the solicitation. Offers may be modified or withdrawn by written notice received prior to the time and date set for opening. UMB reserves the right to accept or reject any and all offers in whole or in part. The University reserves the right to make awards by item, groups of items, multiple awards, or on an all or none basis as best serves the interests of the University.
2. Pricing. The unit price shall be considered as the offer price, which will be evaluated by UMB. Separate unit prices shall be submitted for each item; extensions shall be indicated where applicable and total offer price shown when requested. Unless otherwise provided in the solicitation, offer prices are irrevocable for a period of 90 days following the date set for offer opening.
3. Specifications; Equivalents. All materials, equipment, supplies or services shall conform to applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trades names, brand names, information and/or catalog numbers listed in a specification are for information and are not intended to limit competition. The Contractor may offer any brand which meets or exceeds the specification for any item(s). If offers are based on equivalent products, the Contractor shall indicate on the offer form the manufacturer's name and product number and shall submit with the offer cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous offer shall not satisfy this provision. The Contractor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. UMB reserves the right to determine acceptance of any items proposed as equivalent. Offers which do not comply with these requirements are subject to rejection. Offers lacking any written indication of intent to offer an alternate brand shall be received and considered in complete compliance with the specifications as listed on the solicitation form.
4. Samples. UMB reserves the right to request and be furnished samples, at no expense to UMB, prior to or after the award, for the purpose of quality and specification evaluation. Samples shall be returned, upon request, at the Contractor's expense. UMB does not guarantee that Samples returned will be in the same condition as when submitted.

5. Contractor's Terms and Conditions. The Purchase Order issued by UMB shall constitute the contract between the parties. A CONTRACTOR'S PROPOSED TERMS ARE NOT PART OF THE CONTRACT UNLESS SPECIFICALLY ACCEPTED IN WRITING BY THE PROCUREMENT OFFICER. NO OTHER UNIVERSITY EMPLOYEE CAN ACCEPT OR EXECUTE A CONTRACT FORM OR ACCEPT A CONTRACTOR'S TERMS. Any terms and conditions, including any form contracts, which the Contractor proposes to use, shall be submitted (a) by the solicitation closing date in the case of a single step procurement or (b) by the closing date for technical offers, in the case of a multi-step procurement. If a Contractor does not submit any proposed terms on a timely basis, its offer will be deemed an offer to contract on UMB's terms. If a Contractor timely proposes any non-UMB terms or conditions, the Contractor must indicate clearly in writing whether or not its offer is contingent upon the acceptance of any or all of the Contractor's terms and conditions. UMB may reject any offer made contingent upon University acceptance of a Contractor's terms and conditions.
6. Minority Business Enterprise Notice.
 - (a) Minority business enterprises are encouraged to respond to this solicitation
 - (b) Refer to the specifications of the solicitation for identification of Minority Business Enterprise "MBE" participation goal.
7. Public Information Act Notice. Offerors shall give specific attention to the identification of those portions of their responses that they deem to be confidential, proprietary information or trade secrets and shall provide justification why such materials, upon request, should not be disclosed by UMB under the Public Information Act, Part III, Title 4, General Provisions Article, Annotated Code of Maryland.
8. Arrearages. By submitting a response to this solicitation, a Contractor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
9. Bid/Proposal Affidavit. The attached bid/proposal affidavit shall be completed and submitted by the Contractor with the bid or proposal. The terms and conditions of the affidavit will be incorporated into and made a part of any contract resulting from this solicitation.
10. Bid Security. Solicitations for construction contracts reasonably expected by the procurement officer to exceed \$100,000 shall require a bid security in an amount equal to at least 5% of the amount of the bid or price proposal. For all other non-construction contracts, refer to the specifications of this solicitation addressing bid security. Absence of any such reference shall mean that no bid security is required. Notwithstanding the above, notice of a bid security is required if a federal law or condition of federal assistance for the contract requires it.
11. Ethics. The Contractor is responsible to assure compliance with the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland. The Public Ethics Law prohibits, under certain circumstances, (i) present and former officials and employees of State agencies, or (ii) businesses in which those persons or their close relations hold employment or economic interests, from submitting bids or proposals, negotiating for themselves or others, or entering into contracts with the State. In the event a violation of the Maryland Public Ethics Law occurs in connection with a Contractor's response to this solicitation or a resulting contract award to a Contractor, the University reserves the right to reject the proposal or declare an event of default of the contract awarded to the Contractor. Any Contractor with concerns about compliance with the Maryland Public Ethics Law is encouraged to contact the State Ethics Commission for more information.
12. Rights in Inventions. For the consideration payable under this Contract, Contractor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the

benefits of ownership of the invention, whether or not the invention was required of the Contractor as part of the performance of Work. Contractor hereby assigns all right, title and interest in and to inventions made in the course of the Work to UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

13. Copyrights. For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMB.
14. Acknowledgement of Addenda. If it becomes necessary to revise any part of the bid, addenda will be posted to the eBid Board website at www.procurement.umaryland.edu <<http://www.procurement.umaryland.edu>>. It is the responsibility of the bidder to check the website frequently until the opening date for addendums, amendments, and changes. A written acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all Contractors submitting a bid.
15. Conflict of Interest. An individual or a person that employs an individual who assists the University in the drafting of specifications, an invitation for bids, a request for proposals for a procurement or the selection or award made in response to an invitation for bids or request for proposals may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.
16. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

PURCHASE ORDER TERMS & CONDITIONS

March 2007

1. Parties. The parties to this Contract are the Contractor identified on the Purchase Order ("P.O.)/Contract and UMB. In contractual matters, UMB shall be represented by a Procurement Officer designated in writing by UMB. The original Procurement Officer for this Contract is named on the P.O., which designation may be changed from time to time by UMB. If UMB is acting as procurement agent for another institution in the University System of Maryland, such institution is the party in interest under the Contract, and will be identified on the P.O. For such contracts, all rights and liabilities of UMB pursuant to the Purchase Order and applicable law shall be the rights and liabilities of that institution, which the UMB may exercise as agent, and UMB shall have no liability to the Contractor pursuant to the Contract. If more than one person or entity is identified on the P.O. as Contractor, each of them shall have joint and several liability for the performance of this Contract.

2. **Conflicting Terms.** Any proposal for terms in addition to or different from those set forth in this P.O. or any attempt by the Contractor to vary any of the terms of this P.O. 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 P.O. 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 P.O. may not be waived.
3. **Clauses Incorporation by Reference.** This Contract consists of the terms and conditions of this P.O. and any amendments of the P.O. All terms and conditions of the solicitation, and any amendment thereto, are made a part of this Contract.
4. **Invoices.** A separate invoice for this P.O. or for each shipment shall be rendered following shipment. All invoices must be forwarded directly to the Accounts Payable Department, University of Maryland, Baltimore, Saratoga Street Offices, Level 02 Room 02-123, 220 Arch St., Baltimore, Maryland 21201-1531. **THE CONTRACTOR'S FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE INCLUDED ON THE FACE OF ALL INVOICES BILLED TO UMB.** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
5. **P.O. Number.** The P.O. number must be stated on all related invoices, delivery memoranda, bills of lading, packages, correspondence, and/or MSDS forms (see para. 18).
6. **Specifications.** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.
7. **Delivery and Acceptance.** Delivery shall be made in accordance with the solicitation specifications. UMB, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. UMB unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. UMB reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. UMB reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.
8. **Delays.** The Contractor agrees to perform the work continuously and diligently, and no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in the Contract.
9. **Tax Exemption.** UMB is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption Certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.
10. **Non-Hiring of Employees; Conflict of Interest.** (a) No official or employee of the State, as defined under State Government Article, SS15-102, Annotated Code of Maryland, whose duties as such official

or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency 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.

11. Non-Discrimination in Employment and Equal Opportunity. (a) The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability and to post, and to cause subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
12. Financial Disclosure. The Contractor shall comply with State Finance and Procurement Article, 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year, shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
13. Political Contribution Disclosure. Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Section 14-101 et seq., which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$200,000 or more from public business, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the lease or contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
14. Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors, or partners, nor any 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.
15. Corporate Registration. Pursuant to 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.
16. Contingent Fees. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
17. EPA. Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.
18. OSHA; MSDS. All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards. Pursuant

to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:

University of Maryland, Baltimore
Associate Director for EHS
714 West Lombard Street
Baltimore, MD 21201-1010

19. Termination for Convenience. Upon written notice to the Contractor, UMB may terminate this Contract, in whole or in part, whenever UMB shall determine that such termination is in its best interest. UMB 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 & Procedures.
20. Termination for Default. When the Contractor has not performed or has unsatisfactorily performed the Contract, payment shall be withheld at the discretion of the State. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the Contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies & Procedures.
21. Disputes. This Contract shall be subject to USM Procurement Policies & Procedures. Pending the resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.
22. Multi-Year Contracts. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
23. Intellectual Property. Contractor agrees to defend upon request and indemnify and save harmless UMB, its officers, agents and employees with respect to any claim, action, cost 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.
24. Maryland Law. The provisions of this Contract shall be governed by the laws of Maryland.
25. Pre-Existing Policies & Procedures. The USM Procurement Policies & Procedures in effect on the date of execution of this Contract are applicable to this Contract.
26. Indemnification. UMB 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 Contract.
27. 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 purchasing order.
28. 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.
29. Ethics. This purchase order is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMB employee in connection with this procurement.
30. Rights in Inventions. For the consideration payable under this Contract, Contractor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the

benefits of ownership of the invention, whether or not the invention was required of the Contractor as part of the performance of Work. Contractor hereby assigns all right, title and interest in and to inventions made in the course of the Work to the UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

31. Copyrights. For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMB.
32. Ownership of Documents. All documents which are prepared by the Contractor and form a part of its services shall be the property of UMB and shall be delivered to UMB upon termination of this Contract if UMB so requests. The Contractor shall be responsible for the protection and/or replacement of any original documents in its possession. UMB shall receive all original drawings and the Contractor shall retain a reproducible copy.
33. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

12.00089 (Rev. 11/15)

APPENDIX B

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. 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 Contractor, 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 Contractor'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, Contractors, 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 FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as 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):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

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

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

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

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

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

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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):

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. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
- (h) Notify its employees in the statement required by §K(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 §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____ Address: _____ .

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. 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.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

12.0021 (Rev. 07/2010)

APPENDIX C

SERVICES CONTRACT

Contract No. _____

University of Maryland, Baltimore

This Contract is entered into between _____ (hereinafter referred to as Contractor) and the University of Maryland, Baltimore (hereinafter referred to as the University or UMB).

1. SCOPE: The Contractor will provide Virtual Coaching Platform for the University of Maryland Baltimore, School of Social Work.

2. TERM: The term of this contract shall begin on date bid is awarded and terminate three (3) years later. The University shall have the option to renew the contract four (4) additional one (1) year terms at the sole option of the University.

Renewals: _____, 2021 - _____, 2022
 _____, 2022 - _____, 2023
 _____, 2023 - _____, 2024
 _____, 2024 - _____, 2025

3. COMPENSATION AND METHOD OF PAYMENT: As compensation for satisfactory performance of the work described herein, the University will pay the Contractor an amount not to exceed _____.

The Contractor’s Taxpayer Identification Number consisting of the Social Security Number for individuals and sole proprietors or the Federal Employer Identification Number for all other types of organization is: _____.

The Contractor shall be paid only for items or services that are specifically named in this contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. INVOICING: Invoices shall be rendered to the satisfaction of the University’s designated representative at the Office of Communications and Public Affairs Department and shall be payable as provided. The work shall be delivered free from all claims, liens, and charges whatsoever.

5. PAYMENT OF UNIVERSITY OBLIGATIONS: 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. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by Public Service Commission of Maryland with respect to regulated public utilities, as applicable are prohibited.

6. LIABILITY: All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from employees when required by law.

Contractor agrees to indemnify and save the University harmless from any claims or demands (including the costs, expenses, and reasonable attorney's fees on account thereof) that may be made: (1) by anyone for injuries to persons or damage to property resulting from Contractor's acts or omissions or those of persons furnished by Contractor or (2) by persons furnished by Contractor or Contractor's subcontractors under Workmen's Compensation or similar acts. Contractor also agrees to defend the University at its request, against any such claim or demand. The University agrees to notify Contractor promptly of any known written claims or demands against the University for which Contractor is responsible hereunder.

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

Contractor shall maintain, during the term thereof, Workmen's Compensation Insurance, Public Liability Insurance, and if the use of automobiles is required, Automobile Public Liability Insurance. Contractor shall also require its subcontractors, if any, who may enter upon University premises to maintain such insurance. Contractor and its subcontractors shall furnish the University, when requested, with copies of policies or other satisfactory proof of insurance.

7. COMPLIANCE WITH LAWS: The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

8. UNIVERSITY WORK RULES: Employees and agents of Contractor and any subcontractors shall while on the premises of the University, comply with all University rules and regulations including, where required by Government Regulations, submission of satisfactory clearance from the U.S. Department of Defense or other Federal Authority concerned.

Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay or interfere with University work schedule without the prior approval of the University's specified representative. Contractor shall provide and maintain sufficient covering to protect stock and equipment from the action of its work, if applicable.

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

10. WARRANTY: Contractor warrants that material and/or services furnished hereunder will be fit for the purposes intended and will be free from defects in material and workmanship where applicable.

11. MODIFICATIONS IN THE WORK: This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

12. NON-HIRING OF EMPLOYEES: No official or employee of the State of Maryland, as defined under State Government Article, SS 15-102, Annotated Code of Maryland, whose duties as such official or employee include matter 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.

13. DISPUTES: This contract shall be subject to the USM Procurement Policies and Procedures pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

14. MARYLAND LAW PREVAILS: The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.

15. NON-DISCRIMINATION IN EMPLOYMENT: the Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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

17. PRE-EXISTING REGULATIONS: In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this contract are applicable to this contract.

18. DELAYS AND EXTENSIONS 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 of Maryland 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.

19. COST AND PRICE CERTIFICATION:

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

(1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or (2) a change order or contract modification expected to exceed \$100,000, or smaller amount set by the procurement officer.

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

20. TERMINATION FOR DEFAULT: If the Contractor fails to fulfill its obligations 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 of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State 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.

21. TERMINATION FOR CONVENIENCE: The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

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

reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the businesses.

23. POLITICAL CONTRIBUTION DISCLOSURE: Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Sections 14-101 through 14-108, which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$100,000 or more from public business, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the lease or contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

24. CONTINGENT FEE PROHIBITION: The Contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

25. RETENTION OF RECORDS: The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.

26. 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 cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring 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.

27. LIQUIDATED DAMAGES: Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for

liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

28. VARIATIONS IN ESTIMATED QUANTITIES: Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this Contract, an equitable adjustment in the Contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the final settlement of the Contract, ascertain the facts and make adjustment for extending the completion date as in his judgment the findings justify.

29. TRUTH-IN-NEGOTIATION CERTIFICATION: (Mandatory for architectural services or engineering services contracts over \$100,000.) The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

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

30. ETHICS: The Contractor is responsible to assure compliance with the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland. In the event a violation of the Ethics Law occurs in connection with the Contractor's response of this solicitation or a resulting contract award to the Contractor, the University reserves the right to (1) reject the Contractor's bid or proposal or (2) declare an event of default under the contract.

31. RIGHTS IN INVENTIONS: For the consideration payable under this Contract, Contractor agrees to report any invention arising out of the Work required by this Contract to University of Maryland, Baltimore. University of Maryland, Baltimore shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Contractor as part of the performance of Work. Contractor hereby assigns all right, title and interest in and to inventions made in the course of the

Work to University of Maryland, Baltimore and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

32. COPYRIGHTS: For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. University of Maryland, Baltimore shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the University of Maryland, Baltimore.

33. CONTRACT AFFIDAVIT: The attached Contract Affidavit must be executed by an authorized representative of the Contractor and is incorporated by reference into this Contract.

34. SPECIFICATIONS: All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

35. TAX EXEMPTION: UMB is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

36. ANTI-BRIBERY: The Contractor warrants that neither it nor any of its officers, directors or partners, nor any 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, 1997, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

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

38. OSHA; MSDS: All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:

University of Maryland, Baltimore
Assoc. Director for EHS
714 West Lombard Street
Baltimore, MD 21201-1010

39. INTELLECTUAL PROPERTY: Contractor agrees to defend upon request and indemnify and save harmless UMB, its officers, agents and employees with respect to any claim, action, cost 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.

40. 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.

41. MANDATED CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE & NEGLECT: The University of Maryland, Baltimore (UMB) and the University System of Maryland (USM) are committed to protecting the safety and welfare of children who come into contact with the UMB community. Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. See Maryland Code Annotated, Family Law Article, Sections 5-701 through 5-708. A copy of the above-referenced USM/UMB Policy and Procedures are available at: http://www.umaryland.edu/offices/accountability/child_abuse/
The Policy and Procedures are incorporated herein.

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 and Neglect*, as well as the *UMB Procedures for Reporting Suspected Child Abuse and Neglect*. Specifically, contractors performing work on campus must report suspected child abuse or neglect orally or in writing to: (a) the local department of social services or law enforcement agency; and (b) the University President’s Designee (i.e. the UMB Chief Accountability Officer), if the suspected child abuse or neglect: (i) took place in UMB facilities or on UMB property; (ii) was committed by a current or former employee or volunteer of the USM; (iii) occurred in connection with a UMB sponsored, recognized or approved program, visit, activity, or camp, regardless of location; or (iv) took place while the victim was a registered student at UMB.

UMB reserves the right to terminate this contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of UMB, termination is necessary to protect the safety and welfare of children who come into contact with the UMB community.

42. ENTIRE CONTRACT: This Contract represents, in its entirety, the mutual understanding of the parties. This Contract supersedes any and all prior understandings and agreements, either written or oral, between the Agency and Contractor. No subsequent agreements or modifications hereof, whether expressed or implied, shall bind the parties unless the same be in writing and signed by the parties.

Contract No. _____

AGREED TO:
University of Maryland, Baltimore

AGREED TO:

(Company)

Signature

Signature

Title

Title

Date

Date

APPENDIX D

CONTRACT AFFIDAVIT

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 items):

- (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 and 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: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Annotated Code of Maryland, Section 101 *et seq.*, 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.

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), of this regulation;
- (h) Notify its employees in the statement required by §E(2)(b), of this regulation, 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), of this regulation, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, 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), of this regulation.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, 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: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant) APPENDIX E

APPENDIX E

CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Ref: Maryland Board of Public Works Advisory Number 2013-1

1. The undersigned certifies that, in accordance with State Finance & procurement Article §17-705:

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

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

C. Or;

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

Company Name

Signature

Title

Print

Date

Note: List is available at:

<http://bpw.maryland.gov>
Click on "Debarments"

APPENDIX F

**IFB88700KB – VIRTUAL COACHING PLATFORM
PRICE PROPOSAL SHEET**

The University is looking to replace and upgrade the current system with a state-of-the-art, integrative and adaptable new system, either an existing system or a customized system.

Are you providing the cost of an existing system or a customized system?

You must check only one: Existing System Customized System

Offerors shall provide the following price information with their proposal response. Total Bid Amount should be all inclusive.

1. Include the price to develop or customize the system
2. Include implementation costs. Price should include all related expenses (i.e hotel, travel expenses, etc.)
3. Include the price to provide hosting and support of the Virtual Coaching Platform per year.

Please note: This is a three (3) year contract, with an option to renewal the contract for four (4) additional one (1) year terms at the sole option of the University. However, we are evaluating the costs for all 7 years in our review.

Virtual Coaching Platform		Total
Cost for Existing Software		\$
Or, Cost to Customize Software		\$
Cost to Host and Support Software		\$
- Host Year 1		\$
- Host Year 2		\$
- Host Year 3		\$
- Host Year 4		\$
- Host Year 5		\$
- Host Year 6		\$
- Host Year 7		\$
	Estimated Time	
Implementation Costs		\$
GRAND TOTAL		\$

Company Name: _____

Signed: _____

Printed Name: _____

Title: _____

**CONTRACT EXPERIENCE/REFERENCE FORM
IFB88700KB**

OFFEROR: _____

The Proposer is to complete a “Contract Experience/Reference Form” (Appendix H) for three (3) contracts of similar scope and complexity performed over the last 3 years. Contracts may be from both private and public sector clients, however **at least one (1) contract must be from clients using the same software proposed in this IFB. Software must have been installed and used by clients for three (3) years.**

All references for the Contracts noted below will be checked during the Technical Evaluation Phase. The University reserves the right to verify all information given if it so chooses.

The contact person on each Contract Experience/Reference Form will serve as a reference for the Proposer’s firm. Please insure that the information is accurate to ensure that the references are current and reachable.

Company / Institution Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact E-Mail Address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Contract Location (s): _____

Contract Type: _____

Contract Services Dates: _____

Contract Value: _____

Contract Sales Volume: _____

Description of services performed: _____

APPENDIX G
(Page 2 of 3)

CONTRACT EXPERIENCE/REFERENCE FORM
IFB88700KB

OFFEROR: _____

Company / Institution Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact E-Mail Address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Contract Location (s): _____

Contract Type: _____

Contract Services Dates: _____

Contract Value: _____

Contract Sales Volume: _____

Description of services performed:

APPENDIX G
(Page 3 of 3)

CONTRACT EXPERIENCE/ REFERENCE
IFB88700KB

OFFEROR: _____

Company / Institution Name: _____

Company Address: _____
City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact E-Mail Address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Contract Location (s): _____

Contract Type: _____

Contract Services Dates: _____

Contract Value: _____

Contract Sales Volume: _____

Description of services performed:

