

**UNIVERSITY OF MARYLAND
BALTIMORE**

**COMPETITIVE SEALED PROPOSALS
REQUEST FOR PROPOSAL (RFP)**

FOR

**IMMUNIZATION TRACKING SYSTEM
RFP# 91027RE**

Issued: October 28, 2022
Pre-Proposal Conference: N/A
Deadline for Questions: November 8, 2022 no later than 10:00am EST
Due Date for Proposals: November 30, 2022 no later than 2:00pm EST

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: Ron Eshleman
410-706-0772

Deliver to: All proposals shall be sent via email to:
reshleman@umaryland.edu.
The e-mail submission subject line must state:
RFP#91027RE and either “Technical” or “Financial.”

Pre-Proposal Conference: N/A

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

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**IMMUNIZATION TRACKING SYSTEM
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SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland, Baltimore (herein called the “University” or “UMB”) intends to contract with a vendor due to the increasing complexity of immunization tracking/compliance, as a result of COVID-19 and the increasing need to review and store new & additional documentation. UMB is seeking to procure an online solution for tracking complex compliance requirements, such as immunization records, signature documents, required education trainings and proof of health insurance. Many compliance requirements have expiration dates and documentation must be updated. The new system will need to accommodate these requirements and must be compatible with the UMB Student Information Management System (Banner) to allow real time compliance communication and reporting to students and programs.

Additionally, we are seeking a system that allows students and program administrators to collaborate in the collection, review, and sharing of compliance documents. UMB desires a system that allows tailoring to meet the specific requirements of UMB at the school, department, program, and course level. Finally, we are seeking a system with robust reporting capabilities and the ability to easily develop custom reports.

B. ISSUING OFFICE

Ron Eshleman
University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
220 Arch Street
Baltimore, Maryland 21201-1531
410-706-0772

The sole point of contact in the University for purposes of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to **Ron Eshleman via email: reshleman@umaryland.edu**

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 **10:00am EST, Tuesday, November 8, 2022**. 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 PROPOSALS

- a. Proposals shall be submitted electronically to the Issuing Office as a Portable Document Format (PDF). Proposers must submit their responses via email to: reshleman@umaryland.edu.

Financial/Price Proposals are to be submitted as a separate email from the Technical Proposal. For Technical Proposals the file name shall be **Technical Proposal, RFP#91027RE [Your Company Name]**. For Price Proposals the file name shall be **Price Proposal, RFP#91027RE, [Your Company Name]**.

Responses shall be identified in the email subject line with **RFP#91027RE [Your Company Name]**. Due to attachment file size constraint of 25 megabytes (MB) total attachment size per email message, Proposers may need to split large files/and or submit multiple emails to keep to under 25 MB per email. If your proposal is submitted in more than one email, clearly identify the number of the submission in the email subject (e.g. **RFP#91027RE, Email 1 of 2 [Your Company Name]**, **RFP#91027RE, Email 2 of 2 [Your Company Name]** and ‘**Technical**’ or ‘**Financial**’).

- b. The Procurement Officer will not accept submissions after the date and exact time stated in this RFP. The date and time of submission is determined by the date and time of arrival in the designated e-mail inbox provided in this RFP. Time stamps on outgoing email from Contractors shall not be accepted. Requests for extension of this date or time will not be granted. If a proposal requires multiple emails to submit, then the date and time of arrival in the Procurement Officer’s e-mail box of the last email submitted will be used to determine timeliness of the response. It is the Proposer’s sole responsibility to allow enough time to submit in a timely manner.
- c. By providing the Proposal to UMB electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
- d. Hyperlinks to software products sent to UMB’s Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive.

E. PROPOSAL CLOSING DATE

In order to be considered, **one (1)** PDF form of each proposal must arrive via email, by **Wednesday, November 30, 2022, no later than 2:00 pm EST**. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. There will be no formal proposal opening.

F. ACCESS TO ISSUING OFFICE N/A

G. PRE-PROPOSAL CONFERENCE N/A

H. DURATION OF PROPOSAL OFFER

Proposals are to be held valid for 120 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.

I. TERM OF CONTRACT

The term of this contract is for five (5) years, with three (3) one-year renewal options.

J. EVALUATION OF OFFERS

A contract award will be made to the responsible offeror whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by a University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract to the vendor whose proposal is determined to be the most advantageous to the University.

K. PROPOSAL ACCEPTANCE

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, and 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. Offerors judged by the procurement officer not to be responsible or offerors whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. 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 RFP (the “Contract”) shall be by and between the offeror as contractor and the University in the form of a University **Service Contract** and shall contain the provisions included herein as **Appendix A (Schedule B)** or **Appendix C (Service Contract and Contract Affidavit)** 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 A** and **Appendix C** and will execute a contract on the **Service Contract** form upon request by University of Maryland, Baltimore.

M. PROPOSAL AFFIDAVIT AND CERTIFICATIONS

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, **Appendix B (Bid/Proposal Affidavit)**, should be completed by all respondents and returned with their respective responses.

N. CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Offerors must complete, sign and return **Appendix D, 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 offeror's proposal and any contract that results from this RFP may be made available to other agencies for cooperative procurements. By submitting a proposal, the contractor agrees to extend the proposal 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.

**IMMUNIZATION TRACKING SYSTEM
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SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements of an online solution that tracks for compliance purposes student immunization records (including date and lot number), signature documents, required education trainings and proof of health insurance. Many compliance requirements have expiration dates and documentation must be updated. The new system will need to accommodate these requirements and must be compatible with the UMB Student Information Management System (Banner) to allow real time compliance communication and reporting to students and programs.

Additionally, we are seeking a system that allows students and program administrators to collaborate in the collection, review, and sharing of compliance documents. UMB desires a system that allows tailoring to meet the specific requirements of UMB at the school, department, program, and course level. Finally, we are seeking a system with robust reporting capabilities and the ability to easily develop custom reports.

Proposals will be received for the services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

B. GENERAL INFORMATION FOR VENDORS

1. Proposals 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 offeror must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.
3. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate offerors for proposal preparation expenses.
4. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.
5. Before the award of a contract, University of Maryland, Baltimore may require the offeror to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the offeror.

C. ADDENDA / AMENDMENT TO THE RFP

If it becomes necessary to revise any part of the RFP, addenda/amendments 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 proposal due date for any addenda/amendments issued prior to the submission of Proposals. Addenda/amendments made after the due date for proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

An acknowledgement of the receipt of all amendments and addenda issued before the proposal due date shall be required from all vendors submitting a proposal. **(Appendix G)**

D. CANCELLATION OF THE RFP

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

E. ORAL PRESENTATION/DEMO

Vendors who submit proposals may be required to make individual presentations or demos to University representatives.

F. INCURRED EXPENSES

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

G. ECONOMY OF PREPARATION

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

H. ACCEPTANCE OF TERMS AND CONDITIONS

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

I. PROCUREMENT REGULATIONS

This RFP 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.

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.

K. ALTERNATE SOLUTION PROPOSALS

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

L. CONTRACTOR RESPONSIBILITIES

The University shall enter into contractual agreement with the selected offering vendor only. The selected vendor shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal 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.

M. PUBLIC INFORMATION ACT

Offerors must specifically identify those portions of their proposals, 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 proposal with a proprietary statement**). Failure to comply may result in rejection of your proposal.

N. MINORITY BUSINESS ENTERPRISE NOTICES

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

O. 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.

P. 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.

Q. RFP RESPONSE MATERIALS

All written materials submitted in response to this RFP 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.

R. PROPOSAL SECURITY N/A

S. DEBRIEFING OF UNSUCCESSFUL OFFERORS

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer's proposal only and not include a discussion of a competing offeror's proposal. Debriefings shall be conducted at the earliest feasible time.

The debriefing may include information on areas in which the unsuccessful proposer's proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given.

T. 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/offeror has any questions concerning application of the State Ethics law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror 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/offeror 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.

U. **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 attached hereto as Appendix H. 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.

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SECTION III

TECHNICAL REQUIREMENTS & SPECIFICATIONS

A. BACKGROUND

The University of Maryland, Baltimore (UMB) 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 6,800 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.

UMB currently employs an electronic record system that allows students to organize their immunization and screening requirements for registration in the many health sciences and human services academic programs offered at UMB. Students have the ability to update their vaccine history, titer test results and tuberculosis screening history. The service helps students manage their compliance with the immunization and screening standards for the UMB community. Unmet immunization and tuberculosis screening requirements result in a hold on a student's registration. The current system provides the following:

- Manages compliance requirements
- Sends alerts indicating unmet requirements to avoid holds on registrations
- Allows a student to update and log new vaccines
- Stores a student's vaccine history and tuberculosis
- Allows a student to print their vaccine history

The following UMB schools and programs currently use the compliance tracking system:

- School of Social Work: MSW
- School of Pharmacy: PharmD students
- School of Nursing: BSN/MSN/DNP students
- School of Medicine: MD students, MD/PhD, Med Tech students and physical therapy students
- School of Law: Law students
- School of Dentistry: Dental students, dental hygiene students and postgrad dental
- Graduate School: PhD/doctoral candidates, genetic counseling, pathology assistant students, molecular medicine, pharmaceutical sciences, epidemiology, forensics science, toxicology, environmental sciences, and global health

Managing compliance within the campus Student Management Information System (Banner) is cumbersome and time consuming.

B. MINIMUM QUALIFICATIONS:

The proposed solution must be HIPAA and FERPA compliant.

C. REQUIREMENTS:

Technical:

Website:

- 1) The contractor will create a custom website for applicants to utilize, seamlessly integrating (SSO) UMB with a web-based system.
- 2) The contract will provide online account creation – Single Sign-On Solution
- 3) The contractor will provide E-signature forms for easy student completion and PDF-Fillable forms for easy student completion
- 4) The contractor must provide the ability for custom website design, implementation, and support by Contractor IT department
- 5) Include UMB Logo, color scheme, policies, and screening requirements – plus any requested additional content.
- 6) Provide User-friendly navigation designed to meet UMB student and administrator needs
- 7) Must meet Web Content Accessibility Guidelines (WCAG compliant)

System Features:

- 1) The contractor must provide an online system that provides maximum flexibility to accommodate evolving and complex tracking requirements - Including COVID-19 vaccination tracking with dates and lot numbers.
- 2) The contractor must provide an online system that reflects real time changes in student status based on Banner registration updates (example: student switching from full time to part time, leave of absence or switching programs)
- 3) The contractor must provide a Hierarchy Structure that allows for different requirements based on student type (ex. Online vs. on-site, full-time vs. part-time, living on-campus vs off etc.)
- 4) The online system must be programed to perform daily updates reflecting changes in submission status/Banner updates.
- 5) The contractor must provide the ability to create “optional” requirements and program the system to turn on/off (ex. Flu shot—not requiring during summer months but turning on in the Fall without requiring human intervention and includes automatic recalculation of student compliance)

- 6) The contractor must provide exception handling – ability to manually override and/or students can request an exception case allowing for audit history and detailed tracking with exemption/waiver requests.
- 7) The contractor must provide for integration with the UMB Student Information Management System (Banner)
- 8) The contractor must review and validate required submissions per criteria set by UMB.
- 9) The system must be able to store educational content in video/document format and acknowledge the completion or review of such educational training requirements.

Communication:

- 1) The contractor must provide custom and detailed instructions per requirement, send automatic reminders when an item is nearing expiration, allow notes and communication messages between administrators and student users, and have a number of easily accessible tutorials for using the system.
- 2) The system must allow for custom communication directly to students and/or groups of students via email/text.
- 3) The contractor must provide a dedicated customer support.

Reports:

- 1) The contractor must provide Users and administrators with reports that provide a snapshot of an applicant’s compliance.
- 2) The contractor must provide administrators with the ability to produce detailed reports based on a category, item, overall compliance, or any combination thereof.
- 3) The contractor must provide administrators with the ability to filter, sort, customize, and quickly download reports based off their requirements, hierarchy structure and reporting needs.
- 4) The contractor must have a library of easily assessable established reports in addition to the ability to create custom report.

Functional:

- 1) Please provide examples and a listing of your current E-signature forms. Please let us know the process for requesting and developing new E-signature forms.
- 2) Describe how your system provides maximum flexibility to accommodate evolving and complex tracking requirements - Including COVID-19 vaccination tracking with dates and lot numbers. Show examples if possible
- 3) Please provide the maximum number of immunizations, screening and other documents that can be stored and tracked in a student account for the pricing you are offering.
- 4) Describe how your system reflects real time changes in student status based on Banner registration updates (example: student switching from full time to part time, leave of absence or switching programs)
- 5) Describe how your system Hierarchy Structure allows for different requirements based on student type (ex. Online vs. on-site, full-time vs. part-time, living on-campus vs off etc.). Show examples if possible.

- 6) Describe how your system creates “optional” requirements and programming in the system to turn on/off (ex. Flu shot—not requiring during summer months but turning on in the Fall without requiring human intervention and includes automatic recalculation of student compliance)
- 7) Describe how your system manages exception handling – ability to manually override and/or students request an exception case allowing for audit history and detailed tracking with exemption/waiver requests.
- 8) Describe how your system can provide custom and detailed instructions per requirement, send automatic reminders when an item is nearing expiration, allow notes and communication messages between administrators and student users, and have a number of easily accessible tutorials on using the system. Please provide examples if possible.
- 9) Describe how your system allows for custom communication directly to students and/or groups of students via email/text. Please provide examples if possible.
- 10) Describe the dedicated customer support team that will be assigned to UMB, the hours the team is available and any response time/resolution performance statistics.
- 11) Describe how your system will provide administrators with the ability to produce detailed reports based on a category, item, overall compliance, or any combination thereof.
- 12) Describe how your system will provide administrators with the ability to filter, sort, customize, and quickly download reports based off their requirements, hierarchy structure and reporting needs.
- 13) Describe your invoicing process and how credits are applied.
- 14) Provide a listing of the library of easily assessable established reports and describe how administrators create custom reports in your system. Please provide examples of specific reports.

Implementation Services:

- 1) Solution must include implementation services necessary to plan for and configure the platform, train administrators to support the system, and train developers to create and make content available.
- 2) Describe your methodology and process for implementing the proposed training development software covering at least planning, configuration and administrator & developer training. The University is open to a hybrid (Onsite & Remote) delivery of implementation services.

Vendor Support:

- 1) Describe software support services for the proposed training development software including how and when such services are available and how you will provide such services.

D. INSURANCE (To be provided within 5 days of Award Notice)

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 D.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 proposal 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 D.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 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.
- d. Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning UMB's claimants or employers is processed or stored.

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

3. No “sunset” clauses shall apply.

E. SOC 2, TYPE II REPORT or HECVAT (To be provided within 5 days of Award Notice)

The apparent awardee must provide a SOC 2, Type II Report within five (5) days of award notice. The SOC 2, Type II Report must be less than two (2) years old. If a current SOC 2, Type II Report is not available, then the apparent awardee must provide a Higher Education Cloud Vendor Assessment Toolkit (HECVAT) within five (5) days of award notice.

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SECTION IV. EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

All vendors' proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation and Selection Committee to review and rate the proposals. The Committee shall be composed of representatives appointed by the Procurement Officer. The Committee may request additional technical assistance from any source.

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee shall first review each proposal for compliance with the minimum qualifications of this RFP. Failure to comply with any minimum qualification will disqualify a vendor's proposal. The University reserves the right to waive a minimum qualification when it is in its best interest to do so. Any alternate solution proposal submitted (if permitted by this document) must be complete and will be subject to a full and independent evaluation. In addition, the vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be scored according to the criteria listed below.

C. TECHNICAL EVALUATION

After determining compliance with the minimum qualifications in this RFP, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the State's best interest.

Based on the selection committee's initial review of proposals, the Issuing Office may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. The University reserves the right to make an award with or without negotiation. Only those vendors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process.

D. MINIMUM TECHNICAL SCORE

Vendors must achieve a minimum technical score of **75%** of the total points available for the technical evaluation in order to be considered for further evaluation. Vendors not

achieving this minimum technical score will have their financial volumes returned to them.

E. FINANCIAL EVALUATION

The separate cost volume of each qualified proposal will be distributed to the committee following the completion of the technical evaluation. The committee will determine total costs of the proposals in order to establish a financial ranking of the proposals, from lowest to highest total cost. If a numeric scoring system is used, the lowest total cost will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

Prompt payment discounts offered for payment within less than 30 calendar days will not be considered in evaluating offers for award. However, offered discounts of less than 30 days will be taken if payment is made within the discount period, even though not considered in the evaluation for award.

F. FINAL RANKING AND SELECTION

If a numeric scoring system is used, the resulting scores from the technical and financial evaluation of proposals will be used as a guide in determining the successful offeror(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures in its recommendation of award to the Procurement Officer. Technical merit will be given greater value than cost.

G. CRITERIA FOR TECHNICAL EVALUATION

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below in descending order of importance. Each committee member will score the proposals on each major criterion.

1. Compliance with Specifications (Section III)
2. Team Qualifications, Experience & References
3. Oral Presentation
4. Work Plan and Timeline
5. Contractor's Experience and References
6. Management Summary

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SECTION V

INFORMATION REQUIRED IN VENDOR PROPOSALS

A. TRANSMITTAL LETTER

A transmittal letter shall accompany the Technical Proposal.

A transmittal letter must be prepared on the vendor's business stationery. The purpose of this letter is to transmit the proposal; 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 proposal.

The Transmittal should include the following:

- Name and address of the Bidder;
- Name, title, email address and telephone number of primary contacts 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 must also be marked.

B. TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the cost data are distributed to the Evaluation and Selection Committee. Consequently, each proposal must be submitted as two separate enclosures as indicated below. Failure to do so may constitute disqualification of a vendor's proposal.

C. VOLUME I – TECHNICAL

This volume should be prepared in a clear and precise manner. It should address all appropriate points of this RFP except financial information. This volume consists of and must contain the following sections:

1. Management Summary:

The **Management Summary** should contain a brief synopsis of the needs of the University relative to this RFP and the solution that the vendor is offering through their proposal.

2. Compliance with Specifications (Section III):

The **Compliance with Specifications** is to be prepared in the same sequence as the Specifications in Section III of this RFP. The proposal must be expressly clear as to whether or not the vendor can satisfy each point of the RFP specifications. This section is not to be prepared with YES or NO replies only. The vendor must describe how he will provide the (services/products) specified to satisfy the stated requirements or conditions. NOTE: Financial Condition or Annual Report must be included in this section.

3. Team Qualifications, Experience & References:

Provide the name and titles of all Key Personnel that will have a role with the resulting award and contract. Provide a resume for each Key Personnel and complete Appendix E for each Key Personnel. Provide three (3) similar experience projects for each Key Personnel and include one (1) reference per Project.

4. Contractor's Experience and References:

Complete Appendix F, Company Contract Experience for three to five projects that are similar in scope to UMB's needs that were performed within the last five (5) years. Provide one (1) reference for each Project.

5. Work Plan and Timeline:

Provide a complete work plan with a timeline for project initiation, discovery, implementation, testing, and completion.

Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the proposals, which are immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

If company literature or other publications are included and intended to respond to an RFP requirement, the response in this volume should include reference to the document name and page.

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection

Committee will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

D. VOLUME II – FINANCIAL

This volume must be submitted via Email per instructions in **Section I.D** in a separate e-mail from the technical volume. It must contain the following:

Complete price information (Appendix J) with services proposed including any and all discounts.

Proposer shall use the same pricing format required by the University in this RFP (if such a format was specified).

E. SUBMISSION

Vendors must submit their proposal by the closing time and date specified in Section I.E of this RFP.

**IMMUNIZATION TRACKING SYSTEM
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SECTION VI. APPENDICES AND ATTACHMENTS

APPENDIX A	Schedule B – Terms and Conditions of Solicitation and Purchase Order Terms and Conditions
APPENDIX B	Bid/Proposal Affidavit – To be signed and returned with proposal
APPENDIX C	Service Contract and Contract Affidavit
APPENDIX D	Certification Regarding Investment Activities in Iran – To be signed and returned with proposal
APPENDIX E	Company Contract Experience
APPENDIX F	Key Personnel Form
APPENDIX G	Acknowledgment of Receipt of Addenda– To be signed and returned with proposal
APPENDIX H	Business Associate Agreement
APPENDIX I	Sensitive and Secure Data Addendum
APPENDIX J	Price Proposal Form

APPENDIX A

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

Definitions:

- (a) "Vendor" 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 vendor.
- (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 bestserves 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 vendor may offer any brand which meets or exceeds the specification for any item(s). If offers are based on equivalent products, the vendor 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 vendor 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 vendor's expense. UMB does not guarantee that Samples returned will be in the same condition as when submitted.
5. Vendor's Terms and Conditions. The Purchase Order issued by UMB shall constitute the contract between the parties. A VENDOR'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 VENDOR'S TERMS. Any terms and conditions, including any form contracts, which the vendor 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 vendor 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 vendor timely proposes any non-UMB terms or conditions, the vendor must indicate clearly in writing whether or not its offer is contingent upon the acceptance of any or all of the vendor's terms and conditions. UMB may reject any offer made contingent upon University acceptance of a vendor'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 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.

9. Bid/Proposal Affidavit. The attached bid/proposal affidavit shall be completed and submitted by the vendor 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 Vendor 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 Vendor's response to this solicitation or a resulting contract award to a Vendor, the University reserves the right to reject the proposal or declare an event of default of the contract awarded to the Vendor. Any Vendor 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, Vendor 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 Vendor as part of the performance of Work. Vendor 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 affect 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 <https://www.umaryland.edu/procurement/>. 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 vendors 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 \$200,000 or more during a calendar year, shall, within 30 days of the time when the \$200,000 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 vendor or any UMB employee in connection with this procurement.

30. Rights in Inventions. For the consideration payable under this Contract, Vendor 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 Vendor as part of the performance of Work. Vendor 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 Vendor 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 Vendor shall be responsible for the protection and/or replacement of any original documents in its possession. UMB shall receive all original drawings and the Vendor 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. 1/19)

APPENDIX B

BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
 - (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
 - (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
 - (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
 - (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12;
- or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)-(5) of this regulation.

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 is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
- (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) 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)-(14) of this regulation, 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. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

Federal Employer’s Identification Number (FEIN) _____

APPENDIX C

SAMPLE

SERVICE CONTRACT

Contract No. 91027RE

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: Immunization Tracking System

2. TERM: This five (5) year agreement is effective _____ and ends _____, with three (3) one-year renewal options.

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 \$ _____ **unless agreed upon by both parties in writing.**

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 monthly to the satisfaction of the University's designated representative 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 or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

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 \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, 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, 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.

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 vendor 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 Vendor's response of this solicitation or a resulting contract award to the vendor, the University reserves the right to (1) reject the Vendor'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 Vendor 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. 91027RE

AGREED TO:

AGREED TO:

University of Maryland, Baltimore

(Company)

Signature

Signature

Title

Title

Date

Date

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 the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

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 D

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.

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 E

KEY PERSONNEL FORM

SIMILAR RELEVANT PROJECT EXPERIENCE

Provide a **full** description of Key Personnel’s experience, including their role and the services they performed on a similar project. (References are to be **project references not employment references.**)

KEY PERSONNEL NAME: _____

COMPANY NAME: _____

TELEPHONE NO. _____

EMAIL ADDRESS: _____

DESCRIPTION OF KEY PERSONNEL’S ROLE WITHIN THE CONTRACT:

START AND END DATES: _____

WHY IS THE KEY PERSONNEL’S EXPERIENCE RELEVANT TO THIS PROPOSAL?

PLEASE DUPLICATE THIS FORM AS NEEDED

APPENDIX F

COMPANY CONTRACT EXPERIENCE - 1

***The Proposer is to complete this “Contract Experience Form” for **three to five** contracts of similar scope and complexity performed over the last five years. Contracts may be from both private and public sector clients. ***

OFFEROR: _____

Company/Institution Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____

Contract Location (s): _____

Contract Type: _____

Contract Value: _____

Term of Contract _____

Description of Services Performed:

PLEASE DUPLICATE THIS FORM AS NEEDED

APPENDIX G

ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENT

SOLICITATION NO. 91027RE

SOLICITATION DUE: NOVEMBER 30, 2022 at 2:00PM EST

SOLICITATION FOR: IMMUNIZATION TRACKING SYSTEM

NAME OF VENDOR: _____

The undersigned, hereby acknowledges the receipt of the following amendment:

Amendment No. _____ Date: _____

This form must be included in your response.

Signature

Print Name

Title

Date

Appendix H

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective as of the date of last signature below (the “Effective Date”), and is entered into by and between **University of Maryland, Baltimore** (“UMB”), an institution of the University System of Maryland (which is a public corporation and an instrumentality of the State of Maryland), and _____, a _____ [state] [corporation/limited liability company] (“Business Associate”).

BACKGROUND

UMB and Business Associate now and in the future may have relationships in which Business Associate creates, receives, maintains, or transmits Protected Health Information for or on behalf of UMB.

Business Associate and UMB desire to meet their obligations, to the extent applicable, under the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and the HIPAA Rules (as defined below).

To the extent that services provided by Business Associate to UMB may potentially cause Business Associate to be considered a “business associate” (as defined in the HIPAA Rules), the parties desire to enter into this BAA to the extent that HIPAA, the HITECH Act, and the HIPAA Rules are applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article I Definitions

1.1 The following terms used in this BAA (whether or not capitalized) have the same meaning as those terms in the HIPAA Rules: “breach,” “data aggregation,” “designated record set,” “disclosure,” “health care operations,” “individual,” “minimum necessary,” “notice of privacy practices,” “protected health information,” “required by law,” “secretary,” “security incident,” “subcontractor,” “unsecured protected health information,” and “use.”

1.2 “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

1.3 “Service Agreement” means any present or future agreement, either written or oral, between UMB and Business Associate under which Business Associate provides services to UMB that involve the use or disclosure of Protected Health Information. This BAA hereby amends and is incorporated into the Service Agreement. To the extent that the provisions of this BAA conflict with those of the Service Agreement, the provisions of this BAA shall control.

Article II

Obligations and Activities of Business Associate

2.1 Business Associate shall not use or disclose protected health information other than as permitted or required by this BAA or as required by law.

2.2 Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this BAA.

2.3 Business Associate shall report promptly to UMB any use or disclosure of protected health information not provided for by this BAA of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware.

2.4 In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.5 Business Associate shall make available protected health information in a designated record set as necessary to satisfy UMB's obligations under 45 CFR §164.524.

2.6 Business Associate shall make any amendment(s) to protected health information in a designated record set as directed or agreed to by UMB pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy UMB's obligations under 45 CFR §164.526.

2.7 Business Associate shall maintain and make available the information required to provide an accounting of disclosures to UMB as necessary to satisfy UMB's obligations under 45 CFR §164.528.

2.8 To the extent the Business Associate is to carry out one or more of UMB's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to UMB in the performance of such obligation(s).

2.9 Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Article III

Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may only use or disclose protected health information as necessary to perform the services set forth in a Service Agreement.

3.2 Business Associate may use or disclose protected health information as required by law.

3.3 Business Associate agrees to make uses, disclosures, and requests for protected health information consistent with UMB's policies and procedures.

3.4 Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by UMB, except for the specific uses and disclosures set forth below.

3.5 Business Associate may use protected health information for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided that (a) the disclosures are required by law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Except as otherwise expressly limited in this BAA, Business Associate may provide data aggregation services on behalf of UMB.

3.8 Business Associate may de-identify any protected health information, provided such de-identification conforms to the requirements of 45 CFR §164.514(a)-(c).

Article IV Term and Termination

4.1 **Term.** The Term of this BAA shall be effective as of the Effective Date, and shall terminate on the effective date of termination of the Service Agreement, or on the date UMB that terminates this BAA for cause as authorized by Section 5.2, whichever is sooner.

4.2 **Termination for Cause.** Business Associate authorizes termination of this BAA by UMB, if UMB determines that Business Associate has violated a material term of this BAA and Business Associate has not cured the breach or ended the violation within the time specified by UMB.

4.3 **Effect of Termination.** Upon termination of this BAA for any reason, Business Associate, with respect to protected health information received from UMB, or created, maintained, or received by Business Associate on behalf of UMB, shall:

a. Retain only the protected health information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

b. Return to UMB or, if agreed to by UMB, destroy the remaining protected health information that the Business Associate still maintains in any form;

c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

d. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Sections 3.5 and 3.6 of this BAA which applied prior to termination;

e. Return to UMB or, if agreed to by UMB, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities;

f. Upon request of UMB, transmit the protected health information to another business associate of UMB; and

g. Obtain or ensure the destruction of protected health information that was created, received, or maintained by Business Associate’s subcontractors.

4.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

**Article V
Miscellaneous**

5.1 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

5.2 Amendment. The Parties agree to take such action as is necessary to amend the Service Agreement and this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

5.3 Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the HIPAA Rules.

5.4 Counterparts; Electronic Signatures. This BAA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), or other transmission method. Any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties have executed this BAA effective as of the Effective Date.

**UNIVERSITY OF MARYLAND,
BALTIMORE**

[NAME OF BUSINESS ASSOCIATE]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX I

UNIVERSITY OF MARYLAND, BALTIMORE
SENSITIVE AND SECURE DATA ADDENDUM

Name of Vendor/Contractor:	TBD
UMB Contract Number:	91027RE
Product or Service:	Immunization Tracking System
Address for Notices and Reports to UMB:	security-compliance@umaryland.edu (or the then-current security email address made available by UMB)

THIS ADDENDUM IS HEREBY INCORPORATED INTO THE CONTRACT IDENTIFIED ABOVE ("CONTRACT") BETWEEN THE CONTRACTOR NAMED ABOVE ("CONTRACTOR") AND UNIVERSITY OF MARYLAND, BALTIMORE ("UMB").

1) DEFINITIONS

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

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

- d. "UMB Resources" includes without limitation software, hardware, configurations, and licenses.

2) GENERAL

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

- d. To the extent that assignment, delegation, or subcontracting is permitted by the Contract, Contractor shall contractually require any subcontractors or assignees providing services to UMB pursuant to the Contract to comply with this Addendum. Contractor shall disclose to UMB any subcontractors related to the services to be provided to UMB.
- e. Contractor shall establish and maintain Appropriate Measures to protect against:
 - 1) Unauthorized access to, destruction, loss, or alteration of the UMB Data or UMB Resources; and
 - 2) Interruptions to services and/or unavailability of materials provided pursuant to the Agreement, subject to any limitations described in the Agreement;
 - 3) System attacks; and
 - 4) Other risks to UMB Data and UMB Resources.
- f. UMB or its auditors shall have the right to audit Contractor's security related to the processing, transport, or storage of UMB Data.
- g. Contractor shall maintain a business continuity plan to address disaster recovery of UMB Data. Contractor shall provide satisfactory details of such plan to UMB upon request.
- h. Contractor shall ensure continuity of services in the event of Contractor being acquired or a change in Contractor's management.
- i. Notwithstanding anything in the Contract to the contrary:
 - 1) Contractor shall not have the unilateral right to limit, suspend, or terminate the service (with or without notice and for any reason); and
 - 2) Contractor shall not disclaim liability for third-party action or negligence.
- j. Contractor shall make available audit logs, including without limitation the recording of privileged user and regular user access activities, authorized and unauthorized access attempts, system exceptions, and information security events (as available).

3) UMB DATA

- a. In connection with the Contract, Contractor may: create, host, maintain, receive UMB Data from or on behalf of UMB and/or its students; and/or have access to, records or record systems containing UMB Data.
- b. Contractor shall not use, access, share, sell, disclose, re-release, or distribute UMB Data unless:
 - 1) Expressly permitted or required by the Contract, and as necessary to fulfill its obligations under the Contract;
 - 2) Required by applicable law or other legal process; or
 - 3) Otherwise authorized by UMB in writing.
- c. Contractor shall safeguard UMB Data using Appropriate Measures.
- d. Contractor shall not allow or authorize any officers, employees, agents, or subcontractors of Contractor to access or use UMB Data unless they have agreed to comply fully with the obligations imposed by the Contract and this Addendum.
- e. Contractor shall maintain the confidentiality of all UMB Data using at least the same standard of care it uses to protect its own confidential or proprietary information but, in any event, no less than Appropriate Measures.
- f. Contractor shall not capture, maintain, scan, index, share or use any UMB Data for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means data mining or processing of data, stored, or transmitted by Contractor, for any purpose (other than providing the services to UMB) that is not explicitly authorized in the Contract or under applicable law.
- g. Upon termination or expiration of the Contract, and at UMB's option, (a) Contractor will provide UMB with reasonable assistance to transfer the UMB Data to an alternate system, or (b) Contractor shall delete any UMB Data and shall restore the UMB Data to UMB. Any deletion of UMB Data must comply with NIST SP 800-88 Rev. 1 Guidelines for Media Sanitization, or then-current standards.

4) OBLIGATIONS RELATED TO SPECIFIC TYPES OF DATA

a. Credit Card Data (PCI-DSS Compliance):

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

b. FERPA Compliance:

- 1) In connection with the provision of services to UMB under the Contract, Contractor may receive, have access to, or store "Education Records," as defined under the Family Educational Rights and Privacy Act ("FERPA") and the regulations promulgated pursuant thereto (all such UMB Data hereinafter "FERPA Data").
- 2) Contractor agrees to comply with this Addendum in connection with its use, storage, and acquisition of FERPA Data.
- 3) Contractor understands and agrees that UMB designates Contractor as a "School Official" with a "Legitimate Educational Interest" in any personally identifiable information contained in the FERPA Data. ("Legitimate Educational Interest" and "School Official" shall have the meanings given to them in FERPA.)
- 4) Contractor therefore agrees that with respect to all FERPA Data that Contractor creates, hosts, maintains, stores, processes, receives, accesses, or controls, Contractor will comply with all obligations that FERPA imposes on a School Official, including but not limited to the duty:
 - a) To use the FERPA Data only as necessary to provide services or fulfill its duties under the Contract or as expressly authorized by UMB;
 - b) Not to share, sell, disclose, or distribute such FERPA Data to any third party except as expressly provided for in the Contract, required by applicable law, or as otherwise authorized by UMB in writing;
 - c) Not to allow or authorize any of its officers, employees, agents, or subcontractors to access FERPA Data unless and until they have been instructed of their obligations under FERPA and have agreed to comply fully with those obligations;
 - d) To store, manage, and/or destroy FERPA Data in accordance with FERPA; and
 - e) Only to re-disclose, manage and/or destroy FERPA Data in aggregated, de-identified forms as authorized under FERPA.

c. **HIPAA Compliance:**

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

5) **SECURITY AND DATA PROTOCOLS**

- a) Contractor shall develop, implement, maintain, and use Appropriate Measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted data received from, or on behalf of UMB or its students, including without limitation UMB Data.
- b) Contractor shall support SAML2/Shibboleth, or shall provide another method of multi-factor authentication (“MFA”), which alternate method must be acceptable to UMB.
- c) Contractor represents and warrants that all UMB Data shall be stored on servers within the United States. Contractor shall notify UMB in writing not less than one hundred and eighty (180) days in advance of any changes in the location of UMB Data if, as a result of the change, UMB Data will be stored outside of the United States.
- d) Contractor agrees that any transfer of UMB Data between UMB and the Contractor, or within Contractor’s computing environment, will take place using then-current industry standard encryption protocols.
- e) Contractor certifies that UMB Data will be stored and maintained in an encrypted format using at least then-current industry standard encryption practices.
- f) Contractor will use only Appropriate Measures to access and electronically transfer UMB Data files to/from UMB and/or the Contractor.
- g) Contractor will substantially comply with Open Web Application Security Project (“OWASP”) Secure Coding Practices.
- h) Contractor shall give UMB written notice within forty-eight (48) hours if it receives a subpoena or other governmental request or demand seeking the disclosure of UMB Data in order to allow UMB a reasonable amount of time to respond, object, or to otherwise intervene in the action. Contractor will cooperate with UMB in any effort to contest such request or demand or to seek a protective order. Contractor agrees that any violation of this review requirement might cause irreparable injury to UMB, and that UMB will be entitled to injunctive relief, in addition to any other rights and/or remedies provided by the Contract, this Addendum, or applicable law.
- i) Prior to a proposed production of any UMB Data, Contractor and UMB shall agree on the costs of production.
- j) UMB shall have the right at all times for any reason whatsoever in its sole discretion, including for purposes of discovery of electronically stored information, to access, retrieve, collect, search, copy and/or remove any or all UMB Data at any time. Contractor will aid such access, retrieval, collection, searching, copying and/or removal immediately upon receipt of a written request from UMB.
- k) Contractor shall provide access, copies, and/or retrieval, collection, searching, and removal capabilities twenty-four (24) hours a day, seven (7) days a week, with exceptions for scheduled and emergency maintenance. Upon Contractor’s receipt of a written request from UMB, at Contractor’s expense, Contractor will provide UMB with any logs, data compilations, or other information or materials applicable to UMB within forty-eight (48) hours of the written request.
- l) **Maryland Law re Protection of Personally Identifiable Information:** Contractor will maintain a privacy governance program that substantially conforms to the requirements of Md. Code Ann., State Government Article, Title 10, Subtitle 13 (“*Protection of Information by Government Agencies*”), and Md. Code Ann., State Government Article, §10-13A-03 (“*Protection of Personally Identifiable Information by Public Institutions of Higher Education*”).
- m) **International Data Privacy Law Compliance:** If any UMB Data created, hosted, maintained, stored, processed, or accessed by or otherwise made available to Contractor pursuant to the Contract is subject to international data privacy laws, including but not limited to the EU General Data Protection Regulation, Contractor agrees that it will execute the then-current version of any regulatorily-required standard contractual clauses pursuant to such laws.

6) THIRD PARTY REPORTS

- a) Contractor shall provide assurances that Contractor has established and continuously maintained Appropriate Measures in its handling of UMB Data.

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

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

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

- 1) AICPA SOC2/Type2
 - 2) ISO 27001/2 Certification
 - 3) FedRAMP Authorization
- c) If Contractor does not have the reports specified in Section 6(b), then Contractor must submit a Higher Education Cloud Vendor Assessment Tool (“HECVAT”) upon execution of the Agreement, upon renewal of the Agreement, and at other times if requested. If, in its sole discretion, UMB believes that Contractor’s HECVAT responses do not comply with Appropriate Measures, such non-compliance will be considered a material breach of the Agreement.
 - d) If Contractor fails to provide any reports required by this Section on the anniversary of the Contract’s effective date, such reports shall be provided to UMB within thirty (30) days of Contractor’s receipt of a written request.
 - e) Contractor shall perform a formal penetration test on an annual basis. Contractor shall make the results of such tests available to UMB each year on the anniversary of the effective date of the Contract.
 - 1) If Contractor fails to provide the penetration test results on the anniversary of the Contract’s effective date, such results shall be provided to UMB within thirty (30) days of Contractor’s receipt of a written request.
 - 2) If a penetration test results in a negative finding, then Contractor shall re-perform penetration tests at Contractor’s expense until the negative finding is resolved.
 - 3) A penetration test means “the process of using approved, qualified personnel to conduct real-world attacks against a system so as to identify and correct security weaknesses before they are discovered and exploited by others.”
 - 4) This penetration test must be performed at Contractor’s expense by a third-party, the identity of which will be disclosed to UMB upon request.

7) SECURITY INCIDENT

- a) If Contractor becomes aware of a Security Incident, Contractor will immediately notify UMB, and will provide any other notifications required by applicable law and requirements, including without limitation PCI DSS requirements, FERPA, and HIPAA.
- b) Notice shall include:
 - 1) The nature and scope of the breach and the affected records or data; and
 - 2) Steps that Contractor has taken to mitigate any further breach and prevent further breaches.
- c) At Contractor’s expense, Contractor will cooperate with law enforcement authorities (if applicable) and with UMB to investigate a Security Incident and, where necessary, to comply with all applicable legal obligations, including but not limited to all applicable laws and/or regulations governing breach notification (including paying costs of notification and remediation); *provided, however*, that Contractor shall not make any such notifications without UMB’s prior written consent.
- d) Contractor shall comply with any UMB requests to notify those affected by the Security Incident at Contractor’s expense.
- e) UMB has the right, in its sole discretion, to terminate the contract in the event of a Security Incident, such termination to be effective immediately upon Contractor’s receipt of notice.

- f) If the Security Incident resulted from Contractor's or its subcontractor's negligence or breach of the Contract or this Addendum, Contractor shall promptly reimburse all costs to UMB arising from such Security Incident, including but not limited to costs for notification and remediation services, the time of UMB personnel committed in response to breach, civil and/or criminal penalties levied against UMB, attorney's fees, and court costs, etc.

8) INSURANCE REQUIREMENTS.

In addition to satisfying UMB's standard insurance requirements, Contractor shall obtain and carry the following:

- a) **Network Security & Privacy Liability** (also known as Cyber Liability) insurance with limits not less than \$3,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Contractor's performance of services. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.
- b) In cases where personally identifiable information ("PII"), personal health information ("PHI"), electronic personal health information ("ePHI"), electronic medical records ("EMR"), or FERPA Data are involved, insurance limits not less than \$5,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Contractor's performance of services is required. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.
- c) This requirement may be satisfied by a stand-alone policy or via Professional Liability/ Technology Errors & Omissions insurance policy. If Network Security & Privacy Liability is included in Contractor's Professional Liability insurance policy, the Network Security & Privacy Liability insurance, including its applicable limit, must be specifically evidenced on the Certificate of Insurance.

9) INDEMNIFICATION

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

APPENDIX J

PRICE PROPOSAL FORM

Please see the attached Excel Spreadsheet