



UNIVERSITY OF MARYLAND GLOBAL CAMPUS

REQUEST FOR PROPOSAL #91804 FOR

FIREWALL HARDWARE, SOFTWARE AND RELATED SUPPORT AND SERVICES

ISSUE DATE: MARCH 10, 2021

SIGNIFICANT MILESTONES	TIME	DATE
Last Day for Questions	<u>by 2:00</u> PM [ET]	March 17, 2021
Technical Proposal Due Date:	<u>by 2:00</u> PM [ET]	March 25, 2021
Anticipated Price Proposal Due Date:	<u>by 2:00</u> PM [ET]	April 22, 2021

NOTICE: Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order to ensure that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Offeror who fails to provide the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

University of Maryland Global Campus
3501 University Boulevard East
Adelphi, Maryland 20783
www.umgc.edu

SOLICITATION SCHEDULE

RFP # 91804

Issue Date:	March 10, 2021
Last Day for Questions:	March 17, 2021 by 2:00PM ET
Technical Proposal Due Date:	March 25, 2021 by 2:00PM ET
Anticipated Oral Presentations/Demonstrations: (Shortlisted Offerors only, if required and invited by UMGC)	Week of April 5, 2021 via Zoom (to be scheduled)
Anticipated Price Proposal Due Date:	April 22, 2021 by 2:00PM ET
Contractor(s) Selection to be Finalized:	Anticipated to be May 4, 2021
Agreement Executed by Selected Contractor(s):	Anticipated to be May 11, 2021
Contract Commencement:	Anticipated to be May 11, 2021

**FIREWALL HARDWARE, SOFTWARE AND RELATED SUPPORT AND SERVICES
UNIVERSITY OF MARYLAND GLOBAL CAMPUS
RFP # 91804**

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**REQUEST FOR PROPOSALS
FOR
FIREWALL HARDWARE, SOFTWARE, AND RELATED SUPPORT AND SERVICES**

SECTION I. GENERAL INFORMATION

1. Summary.

1.1. Solicitation: The intent of this Request for Proposals (“RFP” or “Solicitation”) is to offer resellers and manufacturers of firewall solutions an opportunity to present a firewall solution that meets the requirements of the University. Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal (“Proposal” or “Offer”) from an Offeror of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail.

1.2. Procurement Regulations: This RFP shall be conducted in accordance with USM Procurement Policies and Procedures. The procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at <http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>.

1.3. Background: For a profile of the University, see <https://www.umgc.edu/about/index.cfm>.

2. Issuing Office.

2.1. Issuing Office:

University of Maryland Global Campus
Office of Procurement, Room 4100
3501 University Blvd. East
Adelphi, MD 20783

Attn: Alicia Klein
Director, Technology Procurement
(301) 985-7223
alicia.klein@umgc.edu

and

Phan Truong
Senior Buyer, Technology Procurement
(301) 985-7143
Phan.truong@umgc.edu

2.2. The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation.

3. **Questions and Inquiries.** All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to alicia.klein@umgc.edu and phan.truong@umgc.edu. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.
4. **Pre-Proposal Conference.** A pre-proposal conference will not be held for this procurement.
5. **Proposal Closing Date/Due Date and Time.**

5.1. Technical Proposal: All Offerors are required to first submit only a Technical Proposal. **No pricing information is to be provided in the Technical Proposal.** If any pricing information is included, the Proposal may be deemed non-responsive by the Procurement Officer. The Technical Proposal shall be submitted via email to the UMGC Box address provided below no later than the date and time indicated in the Solicitation Schedule. File names for the documents are to include the RFP number and the Offeror's name.

Box address for Technical Proposal Submission:
TECHNIC.08mgtxl447mjlprq@u.box.com

Note: Offerors are not to put written content in the body of the email, as it cannot be viewed by UMGC. Offerors shall allow sufficient time in submitting responses to the Solicitation to ensure timely receipt by the Issuing Office via the Box site. Offerors should receive an automatically generated verification from Box when the file has successfully uploaded. Offerors that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

- 5.2. **Price Proposal:** Price Proposals are not requested at this time: Refer to the Solicitation Schedule for the anticipated due date and time of Price Proposals. Price Proposals will be requested at the appropriate time via addendum and will include Box submission information.
 - 5.3. **Late Proposal submissions will not be accepted.** Proposals are to be submitted in accordance with Paragraphs 5.1 and 5.2 above.
 - 5.4. Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.
 - 5.5. The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by UMGC to be an Offer.
6. **Minority Business Enterprises (MBE) and Small Business Enterprises (SBE).**

Minority participation is important to UMGC and the State of Maryland. State-certified Minority Business Enterprises (MBE) and Small Business Enterprises (SBE) are strongly encouraged to

respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT) or by Department of General Services (DGS) eMaryland Marketplace, MBEs and SBE's are encouraged to initiate certification as soon as possible. For more information on the State's MBE and SBE programs or questions related to registration and certification, please contact the following:

MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>

Department of General Services (DGS) eMaryland Marketplace, visit www.smallbusinessreserve.maryland.gov for additional information.

7. Acceptance of Terms and Conditions.

By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the Contract by reference.

8. Contractual Agreement.

The Contract to be entered into as a result of this RFP (the "Contract" or "Agreement") shall be by and between the Offeror as Vendor/Contractor and UMGC in the form of a University Contract and shall contain the mandatory provisions included herein in Appendix C as well as any additional terms required by UMGC or the State of Maryland. By submitting an Offer (i.e., the firm's Technical and/or Price Proposal, either individually or collectively, is/are considered an Offer), the Vendor/Contractor warrants that they have reviewed Appendix C and will execute a contract in a) substantially the same form and b) with these mandatory terms and conditions upon request by UMGC. The awarded Contractors should not assume that any term and condition of the Contract is negotiable.

The terms and conditions of the Contract shall apply to all services provided. For accounting purposes only, UMGC will also issue a purchase order to the awarded Vendor/Contractor for hardware and services provided under the Contract.

9. Term of the Contract.

It is intended that one (1) contract will result from this Solicitation. Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of UMGC, or such other date as UMGC and the Contractor shall agree. The Initial Term of the Contract shall be three (3) years and is anticipated to start on or around May 10, 2021 with all installation services completed on or before June 30, 2021. There will be two (2) one (1)-year renewal options at the sole discretion of UMGC. Upon expiration, UMGC may renew for additional terms.

10. Confidentiality of UMGC's and Offeror's Information. Refer to Appendix S for the terms of confidentiality of UMGC's and Offeror's information.

11. Post-Award Confidentiality. Refer to Appendix C for the confidentiality obligations of awardee and UMGC.

SECTION II. SCOPE OF WORK

1. Purpose/Description.

1.1. University of Maryland Global Campus (“UMGC” or “University”) is seeking to purchase next generation firewall hardware, software and related support and services as further described below. The hardware purchase will be made immediately following award of a contract so that all hardware can be implemented and configured by UMGC’s required date of June 30, 2021. UMGC anticipates the Professional Services will be mutually scheduled with the awarded vendor and performed remotely and as soon as possible at a pace that ensures transition and change management do not interrupt the University’s operations. Similarly, UMGC anticipates training will be mutually scheduled with the awarded vendor and performed remotely and as soon as possible at a pace that aligns with the configuration and migration of the University’s current firewalls to the new firewalls.

2. Firewall Solution Requirements.

2.1. Hardware.

2.1.1. Four (4) firewalls to be configured in high-availability pairs in two (2) separate locations.

2.1.2. Each firewall unit must provide the following:

- 2.1.2.1. Firewall throughput of at least 56 Gbps
- 2.1.2.2. Threat prevention throughput of at least 23 Gbps
- 2.1.2.3. IPSEC VPN throughput of at least 13 Gbps
- 2.1.2.4. Maximum sessions of at least 50 M
- 2.1.2.5. Support for 20 to 24 10 Gig SFP+ interfaces
- 2.1.2.6. Redundant (dual) power supplies

2.1.3. Capabilities.

- 2.1.3.1. Must be capable of at least 25 Gbps of SSL Inspection throughput measured with IPS enabled, and HTTP traffic using TLS v1.2 AES256-SHA.
- 2.1.3.2. Must provide for real-time malware scanning of traffic.
- 2.1.3.3. Must provide URL traffic filtering capabilities.
- 2.1.3.4. Must be able to cluster HA pairs of firewalls across geographically distributed data centers.
- 2.1.3.5. Must allow for both proxy-based and flow-based methods of inspecting traffic flows.
- 2.1.3.6. Must have Data Loss Prevention (“DLP”) capabilities.

2.2. Technical Support and Software Licensing.

- 2.2.1. Provide manufacturer 24x7x365 dial-in support for all features with an initial response time of one hour or less.
- 2.2.2. Provide a Return Merchandise Authorization (“RMA”) for defective/failed equipment within 24 hours.
- 2.2.3. Each firewall must provide the following software features:
 - 2.2.3.1. General firewall software features
 - 2.2.3.2. Remote user VPN connections
 - 2.2.3.3. Site-to-site VPN (IPsec)
 - 2.2.3.4. Anti-Spam protection
 - 2.2.3.5. Web Filtering protection
 - 2.2.3.6. Advanced malware protection
 - 2.2.3.7. Intrusion Prevention System (IPS)

2.3. Professional Services for Initial Configuration and Implementation.

- 2.3.1. Configure four (4) firewalls in two (2) different locations, including:
 - 2.3.1.1. System settings
 - 2.3.1.2. System Logging
 - 2.3.1.3. High Availability
 - 2.3.1.4. Dynamic Routing
 - 2.3.1.5. Remote User VPN
 - 2.3.1.6. Site-to-Site VPN
 - 2.3.1.7. Anti-Spam protection
 - 2.3.1.8. Web Filtering Protection
 - 2.3.1.9. Malware Protection
 - 2.3.1.10. Advanced Malware Protection
 - 2.3.1.11. Intrusion Prevention System (IPS)
- 2.3.2. Migrate rules from UMGC’s current Palo Alto 5050 firewall devices to the new firewalls:
 - 2.3.2.1. **Site 1**
 - 3 physical interfaces per firewall
 - 0 VLAN
 - ~2300 addresses
 - ~162 address groups
 - ~986 services
 - ~42 service groups
 - ~189 NATs
 - ~125 security groups
 - 0-site-to-site
 - 0 remote access VPN

- ~37 static routes
- ~20 pre-rules
- ~300 post-rules
- ~2 default rules

2.3.2.2. **Site 2**

- 3 physical interfaces and 3 sub-interfaces per firewall
- 0 VLAN
- ~409 addresses
- ~42 address groups
- ~126 services
- ~15 service groups
- 2 NATs
- ~64 security groups
- 0 site-to-site VPNs
- 0 remote access VPNs
- ~15 static routes
- ~15 pre-rules
- ~50 post-rules
- ~2 default rules

2.3.2.3. Provide support during the cutover and immediate prioritized continual support for a period of two weeks after. Assume that UMGC will stagger the cutover to span one day for each location and occur one week apart, with all installation/configuration completed on or before 6/30/2021.

2.3.2.4. Provide a full knowledge transfer of firewall configuration and rules to the University technical staff.

2.3.2.5. Provide initial installation of hardware onsite at UMGC's locations. Some configuration services may be performed remotely offsite.

2.4. Training.

2.4.1. Provide remote, offsite comprehensive instructor-led firewall training for five (5) users.

2.4.2. Provide remote, offsite comprehensive instructor-led security feature-related (anti-spam, web filtering, malware protection, IPS) training for five (5) users.

2.5. Higher Education Community Vendor Assessment Toolkit Lite (“HECVAT LITE”).

2.5.1. A qualifying score of “C” or better is required of the awarded reseller and manufacturer for this RFP.

END OF SECTION II: SCOPE OF WORK

SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 1. TECHNICAL PROPOSAL REQUIREMENTS

1. General Requirements. *(Technical Proposal submitted should be 25 pages or less, (excluding the Transmittal Letter, required appendices and any required procurement forms).*

1.1. Transmittal Letter: A transmittal letter prepared on the Offeror's business stationery must accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Technical Proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal. (See 1.2 below.) Include the Offeror's official business address and state in which it is incorporated or organized (if Offeror is not an individual). An appropriate contact name, title, phone number, and email address should also be provided for UMGC's use during the procurement process. **Do not include price information in the transmittal letter.**

1.2. Signing of Forms: A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

2. Technical Criteria. Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided but must be attached as an appendix rather than included within the body of the Proposal. *Offerors must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria.* The following information must be furnished in the Technical Proposal per this solicitation, as more fully described below in items 2.1 through 2.11. Failure to include any of the items listed below may disqualify your firm's response. The Technical Criteria, items 2.1 through 2.6, are listed below in order of importance. Offerors are requested to compile their Proposals in the same order. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for UMGC.

2.1. Proposed Firewall Solution, Capabilities, Technical Support and Licensing: Offerors are to provide a detailed description of the proposed firewall solution, including certification from the manufacturer of the firewall, that meets the Hardware and Technical Support and Licensing requirements listed in Section II: Scope of Work. Offerors are to provide a letter of authorization from the manufacturer of the proposed firewall solution affirming that the proposing firm is authorized and able to sell the proposed firewall solution. Describe how Technical Support will be provided to UMGC including, but not limited to, how incidents will be handled.

2.2. Technical Descriptions and Questions: Offerors are to provide detailed descriptions and answers about their proposed firewall solution as follows:

- A. Describe the decrypt outbound and inbound SSL for the proposed firewall solution.
- B. At what level of traffic and/or solution/system CPU level does degradation of performance become evident, or does a solution/system become unresponsive?
- C. Describe how the proposed firewall solution provides real-time malware scanning of traffic and if this feature requires additional licensing and/or hardware.
- D. Describe the URL traffic filtering capabilities of your firewall. How does the proposed firewall solution differ from your competitors?
- E. Describe how the proposed firewall solution allows for both proxy-based and flow-based methods of inspecting traffic flows.
- F. Describe the DLP capabilities of the proposed firewall solution. Provide information about whether these features are included in the proposed firewall solution or require additional licensing and/or hardware.
- G. Does the proposed firewall solution have the ability to write policies based on an Internet Services list.? Describe this capability and if it requires additional licensing and/or hardware.
- H. Provide the manufacturer service level agreement (“SLA”) as it relates to technical support and the manufacturer software agreement(s) for licensing.
- I. What data are collected by the proposed firewall solution? Describe how those data are accessible by UMGC, both through user dashboards and programmatically.
- J. Who else has access to the data? Describe the granularity for both data collection and data sharing.

2.3. Professional Services for Initial Implementation and Configuration: Offerors are to provide a detailed narrative about how the Professional Services requirements listed in Section II. Scope of Work will be provided to the University. Provide a proposed timeline for the Initial Implementation and Configuration. UMGC anticipates the Professional Services will be mutually scheduled with the awarded vendor and performed onsite and remotely and as soon as possible at a pace that ensures transition and change management do not interrupt the University’s operations. Include assumptions, the UMGC resources required to participate, and any other relevant information. Provide names of the proposed key personnel from your firm who will provide the services and their relevant experience and qualification(s) implementing the proposed firewall solution.

- 2.4. Professional Services for Training:** Offerors are to provide a detailed narrative about how the Training requirements listed in Section II. Scope of Work will be provided to the University. Provide a proposed timeline for Training. UMGC anticipates Training will be mutually scheduled with the awarded vendor and performed remotely and as soon as possible at a pace that aligns with the configuration and migration of the University's current firewalls to the new firewalls. Include assumptions, UMGC resources required and any other relevant information. Provide names of the proposed key personnel from your firm who will provide training and their relevant experience and qualifications providing training for the proposed firewall solution.
- 2.5. Firm Experience / Firm Profile:** Proposing firms must demonstrate and certify that they possess, at a minimum, five (5) years of experience implementing, configuring, and supporting firewall solutions for large enterprise environments similar to UMGC in technical architecture, complexity, and scale, which may include corporate, government, non-profit, or academic examples. Provide no more than two (2) client and short case studies to illustrate performance examples of those clients that the Offeror deems are the best examples of prior or current clients. These clients should be relevant in size, scope, and complexity to UMGC's requirements.
- 2.6. References:** Provide a minimum of two (2) client references (contact name and title, company name, scope of services, and telephone number including extension numbers). Client references should be customers of the Offeror who are similar in size, scope, and complexity to UMGC and UMGC's requirements. UMGC reserves the right to contact references not provided in the Technical Proposal.
- 2.7. Special/Unique Qualifications:** Provide a narrative to elaborate on special/unique qualifications and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable to provide the proposed Solution to UMGC. Special firm and/or individual expertise is to be included. If applicable, please provide higher education experience.
- 2.8. Proposal Affidavit:** Complete and sign the Proposal Affidavit in Appendix A and submit it with the Technical Proposal.
- 2.9. Insurance:** Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability.
- 2.10. Acknowledgement of Receipt of Addenda Form:** If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (found in Appendix A) must be completed, signed, and included in the Offeror's Technical Proposal.
- 2.11. Acknowledgement of Review of Contract:** The UMGC Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the University or the State of Maryland. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by UMGC. For accounting purposes only, UMGC will also issue a purchase order to the awarded Contractor.

- 3. HECVAT LITE:** The HECVAT LITE is **NOT** required to be submitted with the Technical Proposal. A copy of the HECVAT LITE is provided in Appendix D for Offerors to review. Offerors will be requested, via addendum, to complete the HECVAT LITE by the specified due date listed in the addendum. The HECVAT LITE is a questionnaire that is specifically designed for higher education institutions to measure vendor risk. The purpose is for the Offeror to submit robust security safeguard information regarding the product and service being proposed by the Offeror to the University.
- 4. Modifications of Technical Proposal.** Offerors may modify their Technical Proposals by sending an e-mail to the Box email address listed in Section I., paragraph 5.1, at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Offeror was mailed prior to the Proposal due date and time. Technical Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the University.

END OF SECTION III, ARTICLE 1

SECTION III
ARTICLE 2. TECHNICAL EVALUATION PROCESS

1. Qualifying Proposals.

1.1. Procurement Officer Review: The Procurement Officer shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP (i.e., susceptibility of award). Failure to comply with any mandatory requirement will normally disqualify a Proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so and when permitted by law.

1.2. Evaluation and Selection Committee: All Qualifying Proposals will be reviewed by a UMGC Evaluation and Selection Committee (the “Committee”) established by the Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate UMGC staff or request additional technical assistance from any other source.

2. Technical Evaluation of Qualifying Proposals.

2.1. Technical Evaluation: Following the Procurement Officer’s qualifying review, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria listed in Article 1, § 2, above. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University’s best interest and when permitted by law. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Technical Proposals represent.

2.2. Shortlisting: In accordance with the Evaluation Criteria set forth in Article 1, § 2, a shortlist may be developed based on the Technical Evaluation results. All Offerors will be notified of the results as they pertain to their respective Technical Proposal.

3. Demonstration Session(s).

3.1. Purpose: Based on the Evaluation Committee’s Technical Evaluation, the University may invite, without cost to itself, the shortlisted Offerors to a Demonstration Session. The purposes of the Demonstration Session are as follows:

- 3.1.1.** To provide the Offeror the opportunity to demonstrate its proposed Solution;
- 3.1.2.** To discuss/clarify any and all aspects of the Offeror’s Technical Proposal, in particular the proposed product, cost model options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the product and other applicable professional services;
- 3.1.3.** To allow the University to meet the Offeror's key personnel and for these personnel to directly convey their experience and expertise in the proposed product and its implementation; and,
- 3.1.4.** To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Offeror’s Technical Proposal that may require additional clarification.

3.2. Format: The Demonstration Session will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting a demonstration of the proposed firewall solution and an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. Ample time will be available for the University and the Offeror to ask questions and discuss issues and concerns related to the proposed firewall solution, the scope of the services, and the Offeror's experience and qualifications. We anticipate that the Demonstration Session will be approximately 60 minutes in length and will be held virtually via the University's Zoom video conferencing solution. Following the Demonstration Session, additional follow-up, clarification documentation may be requested of each Offeror.

3.3. Date: The times and dates for the Demonstration Session(s) will be set upon completion of the Technical Evaluation; however, it is anticipated that the Demonstration Session(s) will be conducted on the times and dates listed per the Solicitation Schedule, as well as on the cover of this RFP. Offerors are therefore advised to set this(ese) date(s) aside in its (their) entirety on the calendars of the appropriate key personnel.

4. Second Phase Technical Evaluation.

4.1. Criteria: Following the Demonstration Session(s) held with shortlisted Offerors, a Second Phase Technical Evaluation may be conducted. The Evaluation Committee will re-evaluate all criteria of the Technical Proposals of shortlisted Offerors, incorporating assessments of the Demonstration Session and outcomes of reference checks. The University reserves the right to make a determination that an Offeror is not shortlisted prior to completing reference checks. The order of Evaluation Criteria remains the same.

4.2. Process: Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Offerors will be notified of the results of the Technical Evaluation as they pertain to their respective Technical Proposals. It is UMGC's intent to contact references prior to establishing the final shortlist of proposals. Once a final shortlist of proposals is established, the Committee will rank the remaining Technical Proposals from highest to lowest.

END OF SECTION III, ARTICLE 2

SECTION III
ARTICLE 3. PRICE PROPOSALS

1. Submission.

Price Proposals will be requested, via addendum, of the final shortlisted Offerors and must be received at the Issuing Office by the specified due date and time listed in the addendum. A Price Proposal form will be provided to all shortlisted Offerors, as an attachment to the addendum, for submission by the due date and time. Offerors that have been notified at any time prior to the Price Proposal due date that they have not progressed in the procurement process are not required to submit a Price Proposal.

2. Evaluation.

Price Proposals will be evaluated based on the total cost of the firewall solution and services requested above. The University may elect to request Best and Final Price Proposals (BAFOs).

The Committee will establish a financial ranking of the final Price Proposals from lowest to highest total offers.

END OF SECTION III, ARTICLE 3

SECTION III
ARTICLE 4. FINAL EVALUATION, RANKING AND SELECTION

- 1. Recommendation of Award or Further Discussions.** The Committee may recommend an Offeror for contract award(s) based upon the Offeror's Technical Proposal and Price Proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State of Maryland, the Committee may recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

- 2. Final Ranking and Selection.**
 - 2.1. Process:** Following evaluation of the Technical Proposals and the Price Proposals (and Best and Final Offers, if applicable), the Evaluation and Selection Committee will make an initial overall ranking of the Proposals and recommend to the Procurement Officer the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to the University and the State of Maryland. The decision of the award(s) of the Contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. All Offerors will be notified of the award(s) selection.

 - 2.2. Basis for Award:** Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposal is not the lowest. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of the University as set forth in the RFP.

 - 2.3. Negotiations:** The University may select for award one or more Offeror(s) to negotiate the terms and conditions of the Contract. The University reserves the right to make an award with or without negotiation.

- 3. Debriefing.**
 - 3.1. Request:** Unsuccessful Offerors may request a debriefing. A request must be submitted in writing to the Procurement Officer within ten (10) days after the date on which Offeror knows, or should have known, that its Proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

 - 3.2. Discussion:** Debriefings shall be limited to discussion of the Offeror's Proposal only and shall not include a discussion of a competing Offeror's Proposal. The debriefing may include information on areas in which the unsuccessful Offeror'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 summary of the Procurement Officer's rationale for the selection may be given.

END OF SECTION III, ARTICLE 4

APPENDIX A

TECHNICAL PROPOSAL FORMS

(NOTE: Refer to Section III, Article 1, for all required contents of the Technical Proposal. Completion of these forms in this Appendix A is NOT the complete contents required.)

A-1. Acknowledgement of Receipt of Addenda Form

A-2. Bid Proposal/Affidavit

APPENDIX A-1

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91804 – Firewall Hardware and Related Support and Services

TECHNICAL PROPOSAL DUE DATE: _____ at X:XX AM/P.M.

RFP FOR: Firewall Hardware and Related Support and Services

NAME OF OFFEROR: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

As stated in the RFP documents, this form is included in our Technical Proposal.

Signature

Printed Name

Title

APPENDIX A-2

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. NOT USED

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (*applicable if an MBE goal is set*)

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 (*if applicable to the solicitation*)

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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the 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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, 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 Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of 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, Section 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 subsection (1), (2), (3), (4) or (5), above;
- (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) 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 above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in 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, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of and that the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of \$100 to a candidate in any primary or general election.

K. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning 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 and alcohol;

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

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

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

(i) The dangers of drug and alcohol abuse in the workplace,

(ii) The business' policy of maintaining a drug and alcohol-free workplace,

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

(h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement, and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination, or

(ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation program; and,

(k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic___) (foreign___) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state.)

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent 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 or agent, any fee or any other consideration contingent on the making of the Contract.

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror 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; and
(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

P. ACKNOWLEDGMENT

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 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 right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

Company Name: _____

FEIN No: _____

APPENDIX C
CONTRACT FORMS

- 1. Appendix C-1: Professional Services Contract**
- 2. Appendix C-2: Contract Affidavit**

APPENDIX C-1

UNIVERSITY OF MARYLAND GLOBAL CAMPUS

**PROFESSIONAL SERVICES FOR FIREWALL
CONFIGURATION AND IMPLEMENTATION**

CONTRACT # 91804

SAMPLE CONTRACT- DO NOT COMPLETE

_____, 2021

CONTRACTOR:

Federal Employer ID: _____

Address: _____

Contact Person: _____

Contact Phone: _____

Contact Fax: _____

Contact Email: _____

UMGC Ordering Office:

Project Coordinator:

Coordinator Phone:

Coordinator Fax:

Coordinator Email:

UMGC Procurement Officer/Contract Manager:

Phone Number:

E-mail address:

THIS CONTRACT (“Contract”) is made as of this ____ day of _____, 2021 by and between _____, a corporation organized under the laws of the State of _____, with offices at _____, _____, _____, hereinafter referred to as "Contractor," and the University of Maryland Global Campus (UMGC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University.”

RECITALS

The University issued solicitation documents (Reference RFP #91804) on _____, _____, 2021, (the “Solicitation”), to solicit a provider of firewall hardware and related support and services. Contractor submitted a technical proposal dated _____ 2020 and price proposal dated _____, 2020, and accepted by the University (“collectively Proposal”) in response to the Solicitation, and the University subsequently selected the Contractor as the awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.1 Contractor shall provide to the University _____ professional services (the “Services”), as from time to time ordered by the University, in accordance with the terms and conditions of this Contract.

1.2 This Contract consists of multiple documents as follows in order of precedence:

- This Contract Form (pages 1 through ____).
- If applicable, The Solicitation # _____ and all amendments to the solicitation, or absent a Solicitation, the UMGC request for submittal of a Proposal;
- Contractor’s Technical Proposal dated _____ as to Sections ____ only and Price Proposal dated _____; and,
- Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).

1.3 This Contract shall be in effect from _____, 2021 through _____, 202_ unless otherwise extended, expired, or terminated pursuant to this Contract. If applicable, there are ____ 12-month renewal options at UMGC’s sole option.

2. CONFIGURATION AND IMPLEMENTATION SERVICES

2.1 The Contractor shall perform the Services as described in Exhibit A to this Contract. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to Exhibit A. The Contractor shall perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Services.

2.2 The maximum fee for the Contractor's professional services is _____. The Contractor’s fees for services required to complete the Services shall not exceed the maximum fee.

- 2.3 The UMGC Office of _____ will designate a staff member to act as coordinator (“Project Coordinator”) between UMGC and the Contractor. Throughout the period of the Services, copies of all correspondence, work products, specifications, estimates, and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other UMGC personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other UMGC offices or any other entity concerning the Services shall be made only with the prior knowledge and concurrence of the Project Coordinator.
- 2.4 The professional services team for the Services shall be the same team identified in the Contractor's submittal responding to UMGC's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to UMGC's approval, and notify UMGC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor’s Team) shall be reported to UMGC in writing as they occur.
- 2.5 All terms and conditions of UMGC's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon UMGC and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMGC.

3. FEES AND PAYMENT

- 3.1 Contractor’s fees shall not exceed the rates set forth in the Contract per the Contractor’s price proposal dated _____.
- 3.2 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University’s receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

3.2.1 Payment requests (invoices) shall be submitted electronically to the Accounts Payable Department, University of Maryland Global Campus, 3501 University Boulevard East, Adelphi, MD 20783-8002 at accountspayable@umgc.edu.

Contractor may also send the invoices to the UMGC Ordering Department (as noted on the cover page of this Contract). The University’s current Purchase Order number, issued for accounting purposes only, must be noted on all invoices.

- 3.3 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges, and tax-related surcharges. The University is generally exempt from such taxes, and Contractor agrees not to charge the University for such taxes in accordance with applicable law. The University will provide exemption certificates upon request.

- 3.4 Electronic funds may be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. 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.

4. WORK PRODUCT

- 4.1 Contractor shall complete all reports and presentations required by the University and other reports as set forth in a relevant Statement of Work.
- 4.2 Contractor agrees that all research, notes, data, computations, estimates, reports or other documents or work product obtained by or produced by Contractor under this Contract (the "Work") shall be the sole and exclusive property of the University. Upon the University's request or upon the expiration or termination of this Contract, Contractor shall deliver or return all copies of the Work to the University. The Contractor is permitted, subject to its obligations of confidentiality, to retain one copy of the Work for archival purposes and to defend its work product.
- 4.3 Notwithstanding the terms of Paragraph 4.2, Contractor is permitted to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions, and tools) developed or possessed by the Contractor prior to, or acquired during, the performance of the Services under this Contract.
- 4.4 Contractor and University intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If for any reasons the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to University, its successors, assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
- 4.5 Contractor agrees to execute all documents and to perform such other proper acts as University may deem necessary to secure for University the rights in the Work.
- 4.6 In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

5. EVALUATION AND ACCEPTANCE PROCEDURE

- 5.1 Upon completion and delivery of each deliverable by Contractor, UMGC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 3 of this Contract will be based on the completion/delivery of a deliverable by Contractor and acceptance by UMGC of each

deliverable. Contractor will demonstrate to UMGC that the deliverable has been completed or has occurred and will provide UMGC with written notice of the same.

- 5.2 Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by UMGC of a scheduled deliverable from Contractor, UMGC shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then UMGC will provide written confirmation to Contractor that the deliverable is accepted.
- 5.3 If the deliverable does not Materially Conform, UMGC shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to UMGC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to UMGC within the time period specified, or if not specified, then within ten (10) business days for further testing by UMGC. If the deliverable again fails to Materially Conform, then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then UMGC may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin the termination process as defined in Section 10.1 of this Contract. If UMGC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.
- 5.4 If either party fails to meet the testing period described above, or any other periods of time as mutually agreed to, the other party may declare the Contract in material breach and begin the termination process as defined in Section 10.1 of this Contract.

6. INTELLECTUAL PROPERTY

- 6.1 Neither party may use the other party's name, trademarks, or other proprietary identifying symbols without the prior written approval of the other party.
- 6.2 Contractor agrees to defend upon request and indemnify and hold harmless UMGC, 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, software, supplies, equipment, or services under this Contract.

7. CONFIDENTIAL INFORMATION

- 7.1 Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the University's Confidential Information (as defined herein). For purposes of this Contract, "Confidential Information" means all information provided by the University to Contractor, including without limitation information concerning the University's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software

and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information.

- 7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.
- 7.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.
- 7.4. Contractor acknowledges and understands that UMGC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), the Gramm Leach Bliley Act (“GLBA”), or the Maryland Public Information Act (“PIA”), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the “Privacy Laws”). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMGC’s employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMGC would be obligated if the Confidential Information was in the possession or control of UMGC. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.
- 7.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UMGC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.
- 7.6 Contractor’s obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 7.7 Contractor acknowledges that Contractor’s failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 7 shall be a material breach of this Contract.
- 7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor’s possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Office of Legal Affairs
University of Maryland Global Campus
3501 University Boulevard East
Adelphi, MD 20783

- 7.9 Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and the University agree in writing to disclose. Contractor shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the Confidential Information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.
- 7.10 All Confidential Information received by Contractor shall be returned to the University or destroyed upon completion or termination of this Contract.

8. RELATIONSHIP OF THE PARTIES

- 8.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the parties. Neither party shall bind or attempt to bind the other to any contract, warranty, covenant or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance. Nothing in this Contract is intended to create a joint employment relationship.
- 8.2 It is understood and agreed that Contractor is an independent contractor of the University, and not an employee. Except as set forth in this Contract, the University will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of the University, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.
- 8.3 Each party reserves the right to review all press releases or other public communications of the other party that may affect the party's public image, programs, or operations.

9. DISTRIBUTION OF RISK

- 9.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract. Contractor shall also maintain in full force and effect workers' compensation insurance as required by the laws of the jurisdiction in which the Services are performed. Upon request, Contractor shall provide the University with evidence of such insurance.

- 9.2 Contractor shall indemnify and hold harmless the University and the State of Maryland, their officers, employees, and agents, from any and all costs (including without limitation reasonable attorneys' costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor's performance under this Contract. The University agrees to notify Contractor promptly of any known liabilities, claims, or demands against the University for which Contractor is responsible hereunder, and Contractor agrees to at UMGC's request defend the University or settle any such liabilities, claims, or demands.
- 9.3 Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.

10. GENERAL TERMS AND CONDITIONS

- 10.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the University may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The University will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which the University is entitled pursuant to this Contract shall 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 University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
- 10.2 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 that 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.
- 10.3 Delays and Extension of Time. The Contractor agrees to prosecute 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 public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance

of a contract with the State or the University, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, 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.

10.4 Suspension of Work. The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.

10.5 Subcontracting and Assignment.

10.5.1 The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of the University nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMGC. The University shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that UMGC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract and shall be subject to liability to the University for acts and omissions of subcontractors.

10.5.2 Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate, or purchaser of all or substantially all its assets with notice to the University. Contractor may designate a third party to receive payment without the University's prior written consent unless in conflict with Maryland or federal law but shall provide the University with notification thereof.

10.6. Maryland Law Prevails. This Contract, and all claims arising out of or relating to this Contract, shall be governed in all respects by the laws of the State of Maryland, without reference to its conflicts of laws rules.

10.7 Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements, and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.

10.8 No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.

- 10.9 Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five (5) calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other party as follows:

For the University:

University of Maryland Global Campus
Procurement Department
Attn: Procurement Officer
3501 University Blvd East
Adelphi, MD 20783-8044

For the Contractor:

- 10.10 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.
- 10.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.
- 10.12 Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
- 10.13 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, sexual orientation, gender identification, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw 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.
- 10.14 Contingent Fee Prohibition. 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 Contract, 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 Contract.

- 10.15 Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- 10.16 Political Contribution Disclosure. Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12-month period of time involving cumulative consideration in the aggregate of \$100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.
- 10.17 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 the federal government.
- 10.18 Ethics. This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMGC employee in connection with this procurement.
- 10.19 Compliance with Laws. The Contractor hereby represents and warrants that:
- 10.19.1 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;
- 10.19.2 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;
- 10.19.3 It shall comply with all international, federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- 10.19.4 To the extent that personal data is disclosed, it shall comply with all international, federal, state, and local data privacy laws, regulations, and ordinances including but not limited to the European Union General Data Protection Regulation 2016/679 (hereinafter referred to as "GDPR"). Compliance with Article 26 of GDPR may require Contractor to agree to the standard contractual clauses adopted by the EU Commission; and
- 10.19.5 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.

10.20 Indemnification. UMGC 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.

10.21 Multi-Year Contracts Contingent Upon Appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination 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 non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

10.22 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.

10.23 Insurance

10.23.1 The Contractor shall secure, and shall require that subcontractor's secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract inclusive of the requirements in the solicitation documents:

Commercial General Liability Insurance including all extensions-
Not less than \$1,000,000 each occurrence;
Not less than \$1,000,000 personal injury;
Not less than \$2,000,000 products/completed operations aggregate; and
Not less than \$2,000,000 general aggregate.

Workmen's compensation per statutory requirements.

If applicable, Fiduciary Bonding of Workers with access to credit card information.

Professional liability insurance in an amount not less than \$1,000,000.

10.23.2 All insurance certificates provided to the University for general and/or excess liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University as an additional insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damages above, such insurance shall cover and not

exclude Contractor's liability for injury to the property of the University and to the persons or property of employees, student, faculty members, agents, officers, regents, invitees or guests of the University.

10.23.3 Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A-" or better.

11. Software.

11.1 As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this contract shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 21 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Contractor agrees that as delivered to buyer, the software does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically upon the occurrence of selected conditions, or manually on command of Contractor.

IN WITNESS WHEREOF, the parties, by their authorized representatives have executed this Contract.

UNIVERSITY OF MARYLAND
GLOBAL CAMPUS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT

THIS Exhibit A to CONTRACT (“Contract”) _____ is made as of this ____ day of _____, 2021, by and between _____, a corporation organized under the laws of the State of _____, with offices at _____, _____, _____, hereinafter referred to as "Contractor," and the University of Maryland Global Campus (UMGC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University".

Description of Scope of Work:

APPENDIX C-2

CONTRACT AFFIDAVIT

(This affidavit is a mandatory contract addendum in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractor.)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(2) Except as validly contested, the Contractor 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 Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror 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; and

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

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain 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: _____

APPENDIX D

HIGHER EDUCATION COMMUNITY VENDOR ASSESSMENT TOOLKIT LITE ("HECVAT LITE")

Please see the attached executable Microsoft® Excel file.

APPENDIX E
ELECTRONIC FUND TRANSFER SCHEDULE
Payments to Contractors by Electronic Funds Transfer (EFT)

If the annual dollar value of this contract will exceed \$500,000.00, the Bidder/Offeror is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by EFT. The selected Bidder/Offeror shall register using Form GADX10 - Authorization for Vendor Payments. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the GADX10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland, located at:
http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/.

APPENDIX S

SOLICITATION TERMS AND CONDITIONS

This solicitation and any subsequent award are further subject to:

1. Contractor's/Offeror's Responsibility.

Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. UMGC will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors must be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.

2. Rejection or Acceptance of Proposals.

The University reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests 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 to 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.

3. Cancellation of the RFP.

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

4. Incurred Expenses.

Neither UMGC nor the State of Maryland is responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.

5. Payment.

The State of Maryland usually provides payments on a net 30-day basis for UMGC approved invoices. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UMGC, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

6. Electronic Funds Transfer ("EFT").

By submitting a Proposal, the Offeror agrees to accept payment by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Contractor shall register using the form referenced in Appendix D, the GADX10 Authorization for Vendor Payments. This form is to be submitted directly to the State Comptroller's Office at the

address specified on the GADX10 form and must include the business identification information as stated on the form and include the reason for the exemption.

7. Confidentiality.

7.1. UMGC’s Information during the Procurement Process: The selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected Contractor must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University’s confidential information. UMGC may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offerors to propose responsive solutions to UMGC’s needs and requirements, UMGC is willing to disclose certain confidential information to Offerors, including without limitation information concerning UMGC’s business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation (“Confidential Information”). By submitting a proposal in response to this RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by UMGC, Offerors may be required to sign a Non-Disclosure Agreement.

7.2. Offeror’s Information: Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror’s position regarding its Proposal. A blanket statement by a Offeror that its entire Proposal is confidential or proprietary will not be upheld.

8. Multiple Proposals.

Contractors may not submit more than one Proposal.

9. Alternate Solution Proposals.

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

10. Contractor Responsibilities and Use of Subcontractors.

The University shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. UMGC will not consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage

a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. UMGC's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom UMGC has a reasonable objection. Notification of such objection will be made by UMGC within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.

11. Access to Contractor Records for Quality Assurance and Auditing Purposes.

The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors, representatives, and agents) to provide quality assurance and auditing.

12. Arrearages.

By submitting a Proposal, an Offeror 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.

13. Taxes.

UMGC is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. In the instance 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 will not apply.

14. RFP Response Materials.

All written materials submitted in response to this RFP become the property of UMGC and may be appended to any formal documentation that would further define or expand the contractual relationship between UMGC and the Contractor(s).

15. Maryland Public Ethics Law, Title 15.

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 the Maryland Code Annotated, State Government Article, § 15-502.

If the Offeror has any questions concerning application of the State Ethics law to the Offeror's participation in this procurement, it is incumbent upon the Offeror to seek advice from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <https://ethics.maryland.gov/public-ethics-law/>. The Procurement Officer may refer any issue raised by a Proposal to the State Ethics Commission.

The Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a Proposal that would result in a violation of the Ethics law.

A resulting Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by a Contractor or any State of Maryland employee in connection with this procurement.

16. Assistance in Drafting.

Under the State Government Article, § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting 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 submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <https://ethics.maryland.gov/public-ethics-law/>.

17. Addenda Acknowledgment.

Offerors must acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement must be included in the Technical Proposal.

18. Duration of Offers.

Proposals (consisting of a Technical Proposal and, if applicable, a Price Proposal) shall remain irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the Offeror and the University.

19. Minority Business Enterprises.

Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If a sub-contracting goal and/or subgoals has been set in Section I of the solicitation, refer to Appendix M for further information regarding required process and documentation.

20. Living Wage Requirements.

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Maryland's Living Wage requirement, located at Maryland Code Annotated, State Finance and Procurement Article, Title 18, §§ 18-101 through 18-109. Additional information regarding the Living Wage requirement is contained in Appendix E, if applicable to this solicitation. An Offeror that fails to submit and complete the Affidavit of Agreement contained in Appendix E, if applicable, may be deemed not responsible by the Issuing Office.

21. Conflict of Interest.

The Contractor awarded the Contract shall provide the specified services for UMGC, and must do so impartially, and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a Contractor's Proposal under COMAR 21.06.02.03B. Contractors should be aware that the State Ethics Law, State Government 15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 15 and 16 above. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause.