



UNIVERSITY OF MARYLAND GLOBAL CAMPUS

REQUEST FOR PROPOSAL #91826 FOR

TCPA/ DNC COMPLIANCE SOLUTION

ISSUE DATE: SEPTEMBER 22, 2020

SIGNIFICANT MILESTONES	TIME	DATE
Last Day for Questions	<u>2:00PM</u> [ET]	9/29/2020
Technical Proposal Due Date:	<u>2:00 PM</u> [ET]	10/7/2020
Price Proposal Due Date:	<u>2:00PM</u> [ET]	10/28/2020

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 # 91826

Issue Date:	September 22, 2020 at 2:00PM ET
Last Day for Questions:	September 29, 2020 at 2:00PM ET
Technical Proposal Due Date:	October 7, 2020 at 2:00PM ET
Anticipated Demonstration Session(s)*:	Week of October 19, 2020 via Zoom
Anticipated Price Proposal Due Date*:	October 28, 2020 at 2:00PM ET
Anticipated BAFO Pricing Due*:	November 9, 2020 at 2:00PM ET
Anticipated Contractor(s) Selection Anticipated to be Finalized:	November 16, 2020
Anticipated Agreement Executed by Selected Contractor(s):	No later than December 16, 2020
Anticipated Contract Commencement:	January 4, 2021

**Shortlisted Firms Only*

TCPA/DNC Compliance Solution
UNIVERSITY OF MARYLAND GLOBAL CAMPUS
RFP # 91826

TABLE OF CONTENTS

<u>SECTION #</u>	<u>DESCRIPTION</u>
	Solicitation Schedule
Section I	General Information/Instructions to Offerors
Section II	Scope of Work
Section III	Procurement Phases and Evaluation Process
APPENDIX A: Technical Proposal Forms	
<ul style="list-style-type: none">• Acknowledgement of Receipt of Addenda• Bid/Proposal Affidavit	
APPENDIX C: Contract Forms	
<ul style="list-style-type: none">• UMGC Master Contract - Sample Only (do not complete)• Contract Affidavit	
APPENDIX D: Electronic Fund Transfer Schedule	
APPENDIX S: Solicitation Terms and Conditions	

**REQUEST FOR PROPOSALS
FOR
TCPA/DNC Compliance Solution**

SECTION I. GENERAL INFORMATION

1. Summary.

1.1. Solicitation: The intent of this Request for Proposals (“RFP” or “Solicitation”) is to offer vendors an opportunity to submit proposals for a Telephone Consumer Protection Act of 1991 (“TCPA”) and Do Not Call (“DNC”) Solution in relation to the needs of UMGC outlined in Section II. Scope of Work. 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. In accordance with UMGC’s Solicitation Terms and Conditions (Appendix S), UMGC intends to make a single award to one Proposer who can provide all of the requested solution and services; however, UMGC may consider subcontracting or teaming arrangements. It is preferred that the Solution is a Software as a Services (“SaaS”).

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 Services, Room 4100
3501 University Blvd. East
Adelphi, MD 20783

Attn: Lauren Jaber
Senior Buyer, Technology Procurement
(301) 985-7415
Lauren.jaber@umgc.edu

And

Alicia Klein
Director, Technology Procurement
(301) 985-7223
alicia.klein@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 and lauren.jaber@umgc.edu and alicia.klein@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. All proposers 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 as an attachment 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 Proposer's name. Note: Proposers are not to put written content in the body of the email, as it cannot be viewed by UMGC.

Proposers shall allow sufficient time in submitting responses to the Solicitation to ensure timely receipt by the Issuing Office via the Box site. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers 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.

Box address for Technical Proposal Submission:
TECHNIC.pj4sp2kf6hfd5rla@u.box.com

5.2. 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. 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.

7. Contractual Agreement and Term.

It is intended that one (1) contract will result from this Solicitation.

Any Contract arising from this RFP action shall commence on or around January 4, 2021. The Initial Term of the Contract shall be three (3) years and Solution and Services are anticipated to start on or around January 4, 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.

8. Confidentiality of UMGC's and Offeror's Information.

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

9. Post-Award Confidentiality.

Refer to Appendix C for the confidentiality obligations of awardees and UMGC.

END OF SECTION I

SECTION II. SCOPE OF WORK

1. Business Purpose/Goal

University of Maryland Global Campus (“UMGC” or “University”) is seeking a Solution that ensures compliance with all applicable state, federal and international statutes, rules, regulations, guidelines and ordinances, including but not limited to, the Telephone Consumer Protection Act of 1991 (“TCPA”) as amended, the Telemarketing and Consumer Fraud and Abuse Prevention Act of 1994 (“TCFAPA”) as amended, federal and state Do Not Call (“DNC”) requirements, the CAN-SPAM Act of 2003 as amended and state email requirements, EU General Data Protection Regulation (“GDPR”), California Privacy Protection Act (“CCPA”), the most current Mobile Marketing Association Guidelines and CTIA Short Code Regulations, and other state privacy statutes and regulations (collectively, “Applicable Law”). UMGC does not currently have TCPA functionality in place. UMGC does have a process for capturing internal DNC, however, it is not robust. This compliance solution will encompass all Applicable Law and hereinafter will be generally called the “TCPA/DNC Compliance Solution” or “Solution.” The TCPA/DNC Compliance Solution will be used by UMGC employees who work with or send campaigns to applicants, prospective students, current students, and/or former students (collectively, “Called Parties”). **It is preferred that the Solution is a Software as a Service (“SaaS”).**

2. Scope of Work

2.1 Solution Requirements:

UMGC must adhere to Applicable Law in order to contact, by phone (live voice, prerecorded and artificial voice, MMS and SMS) postal mail or email, Called Parties, who have not provided *Consent to Contact*. The Solution must have the ability to track, on a real-time, dynamic basis, opt-in and opt-out for each communication type; email, phone, and postal mail. Note that UMGC will want the ability to customize settings related to outreach (phone, email) that will be allowed even without consent for current students. Additionally, UMGC is seeking a solution or solutions that can fulfil the below requirements.

2.1.2 Do Not Call List Suppression including:

The Solution must allow UMGC to accurately suppress against all appropriate national, state, and internal Do Not Call lists. External Do Not Call lists include:

- National Do Not Call Registry;
- Wireless Block Identifier;
- Ported Numbers list;
- State Do Not Call lists:
 - Virginia
 - California
 - North Carolina

- Washington
- Arizona
- Colorado
- Kentucky
- Louisiana
- South Carolina
- Washington D.C.
- Any other state(s) as determined necessary by UMGC
- Reassigned Wireless Number Databases.

2.1.3 List Suppression Timeframe requirements include but are not limited to:

- National Do Not Call list suppression should occur at least every 30 days to account for changes in the data;
- The Wireless Block Identifier list and the Ported Numbers list should be suppressed against at least every 14 days;
- State Do Not Call list suppression should occur in accordance with that State’s rules;
- Ability to check phone numbers real time either one at a time or via list load against the registries;
- Based on state and federal regulations, the Solution should indicate the calling restrictions by state for holidays, natural disasters, calling times, etc. This information must be consumable by the systems mentioned below in 2.1.5.1.

2.1.4 Phone Number Verification.

Solution must verify owner of the cell phone number and scrub against Reassigned Wireless Number Databases. UMGC is obligated to ensure that the number being called is still associated with the individual who gave consent for that phone number.

2.1.5 Other Solution Requirements.

- 2.1.5.1 Solution must have the ability to Integrate with systems including UMGC website, PeopleSoft, CampusNexus, Salesforce, Salesforce Marketing Cloud, and CISCO dialer. **Note: UMGC is currently implementing CampusNexus (CNS) and the CISCO dialer.**
- 2.1.5.2 Solution must quickly and easily identify when a record can be called or texted with a good "through date", keeping in mind records contain multiple phone numbers;
- 2.1.5.3 Solution must account for internal tracking processes for Military DNC, which follows the Department of Defense regulations;
- 2.1.5.4 Solution must have the ability to capture internal DNC requests on a real-time, dynamic basis by communication type, along with time, date and manner of request, including:
 - When an internal DNC request is received, UMGC needs a solution for Called Parties to opt-in or opt-out to select communications or all communications (if applicable) from UMGC without cost i.e. UMGC website solution to enable opt-outs and opt-ins.
 - Solution must track exceptions to internal DNC requests for Called Parties.

- Tracking needs to be available on customer preferences for specific types of emails.
 - The internal DNC request must be captured and consumable in the systems listed in 2.1.5.1.
- 2.1.5.5 Solution must fulfill requests from Called Parties in accordance with do not call procedures on a dynamic, real-time basis.
- 2.1.5.6 Solution will have the ability to generate reports through the Salesforce integration, including what Called Parties have opted in and out of the various channels or campaigns and the good through dates.
- 2.1.5.7 Solution must be compliant with Applicable Law.
- 2.1.5.8 Solution must be able to handle a backlog of data that will need to be cleansed, which is approximately 2 million records.
- 2.1.5.9 The University's volume is expected to be 13k records which will need to be verified by the Solution on a monthly basis, after the initial cleanse.

2.2 Professional Services Requirements.

- 2.2.1 **Implementation Professional Services:** The awarded vendor must provide Implementation Services inclusive of Solution design and configuration, project management, data mapping and migration, set-up, hosting and infrastructure arrangements, training, environment management and post implementation support. The awarded vendor must provide issue management for project-related issues as well as change/release management for approved changes authorized by the UMGC. UMGC requires access to a sandbox environment to allow users to test all requirements.
- 2.2.2 **DNC Lists Registration Professional Services:** UMGC does not currently have access to the external DNC list(s) referenced in Section 2.1.2. The awarded vendor will need to have the ability to assist and manage the process of registering for the DNC lists and fulfilling any other applicable state telemarketing registration and/or bonding requirements on behalf of UMGC. UMGC will provide guidance to the awarded vendor on which lists are required.

2.3 Third-Party/Cloud Technology Services Standards.

UMGC is required to adhere to the University System of Maryland's ("USM") IT Security Standards. UMGC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:

- Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of a service or contract.
- Assessment of third-party security and privacy controls.
- Including UMGC's security and privacy requirements in contracts.

- Periodic reassessment of third-party services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

Refer to Section 8.5 Security in Appendix C-1 “UMGC Master Contract - Sample Only” for the contractual security and privacy requirements for the awarded contract.

- 2.4 **Schedule of Work/Timeline.** UMGC anticipates purchasing a Solution and starting implementation services in January 2021. UMGC anticipates the Professional Services for implementation and training will be mutually scheduled with the awarded vendor and performed remotely unless onsite work can be resumed and/or is necessary.

END OF SECTION II

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 2.12. 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 Solution and Capabilities: Proposing firms are to provide a detailed description of the proposed solution ("Solution") and how it meets each of the TCPA/DNC Compliance Solution Requirements listed in Section II: Scope of Work. Indicate whether these requirements are met using the Solution's base (Out-of-the-Box) functionality or enhanced (using add-on modules or customization) functionality. Indicate whether the

Solution is a Software as a Service (“SaaS”) or a Solution that will be deployed on UMGC’s servers (“On-Premise”).

- 2.2. Solution Implementation:** The selected vendor must provide Implementation Services inclusive of Solution design and configuration, data mapping and migration, set-up, hosting and infrastructure arrangements, and environment management. Provide a proposed timeline and schedule for implementation of the Solution. Include assumptions, UMGC resources required and any other relevant information. Specific pricing will be requested of shortlisted firms at the Price Proposal phase as outlined in Section III, Article 3. Implementation support may include installation and configuration of the software.
- 2.3. DNC List Registration:** The selected vendor must have the ability to provide, maintain and implement applicable national and state DNC list registrations. Provide a proposed timeline for the DNC Registration Professional Services including the high-level tasks and milestones recommended for the registrations that shows tasks, duration of tasks, relationships/dependencies of tasks, etc Include assumptions, UMGC resources required and any other relevant information.
- 2.4. Solution Training:** Provide a detailed narrative about how initial and ongoing training will be provided to the University. Provide a proposed timeline for training. Include assumptions, UMGC resources required and any other relevant information.
- 2.5. Staffing Organization and Proposed Key Personnel Qualifications:** Proposing firms are to provide a narrative as to how they plan to staff the contract. Provide a resume, including education and employment history, as well as the role to be assigned to UMGC for the following Key Personnel who are proposed as part of the Solution:
 - 2.5.1. Account/Client Relationship Representative.** This is the person who is UMGC’s point of contact (“POC”) for managing the relationship between the firm and UMGC from contract award through contract expiration or termination. It is expected that this person be available for periodic teleconference meetings for relationship check-ups
- 2.6. Firm Experience / Firm Profile:** Proposing firms are to provide evidence of two (2) relevant clients where the TCPA/DNC Compliance Solution, with requirements that are similar to those requested by UMGC, is being (or has been) implemented/provided. The implementations of the proposed solution are to be completely and fully implemented (not just as pilot programs, but product is actually fully implemented and in use following any pilot programs, evaluation, or test environments that were conducted by the client). Use client and short case studies to illustrate performance examples of those that the proposing firm deems are the best examples of prior or current clients. These contracts should be relevant in size, scope and complexity to the University’s requirements. Sufficient description of the solution and services provided is to be included so that UMGC may evaluate the similarity and complexity as compared to UMGC’s needs. Client name, address, contact person, email address, and telephone number including area code and extension of contact person are to be provided for the contracts provided. UMGC may

contact* any of the clients provided to verify the information and to obtain a reference on the performance of the proposing firm and the solution and/or services. Higher Education experience is preferred but not required.*UMGC may, at its sole discretion, but is not required to do so, contact any of the clients provided to verify the information and to obtain a reference on the performance of the proposing firm in providing the proposed solution implementation services. UMGC reserves the right to check any available reference sources as well as factor in past performance with UMGC and/or other USM Institutions and/or State of Maryland, if applicable, even if not provided as a reference by the proposing firm. Please be sure that accurate contact information is provided and that the contact person is capable of speaking to the firm's capability in performing the services.

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. Security and Data: Provide a narrative of the security features, controls and data governance currently in practice at your firm. Include a list of available control reports, third-party or self-assessments and other applicable certifications (ex: SOC 2 Type 2 reports, ISO, NIST, etc..). Provide data flow maps showing the types of data and the methods of transportation of all data exchanged between UMGC and the Solution (if any).

2.9. Proposal Affidavit: Complete and sign the Proposal Affidavit enclosed in Appendix A and enclose with the Technical Proposal.

2.10. 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.

2.11. 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.

2.12. 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. Modifications of Technical Proposal. Offerors may modify their Technical Proposals by e-mailing the Box link 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

e-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 Sessions.

3.1. Purpose: Based on the Evaluation Committee’s Initial Technical Evaluation, the University may invite, without cost to itself, the shortlisted Offerors to a oral discussion session (“Demonstration Session”). The purposes of the Demonstration Session are as follows:

- (i) To provide the Offeror the opportunity to demonstrate the proposed solution;
- (ii) To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed solution, cost model options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the solution and other applicable professional services;

- (iii) To allow the University to meet the Offeror's Key Personnel and for these personnel to convey directly their experience and expertise in the proposed solution and its implementation; and
- (iv) To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the 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 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 solution, the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Demonstration Session will be approximately 60 minutes in length.

Each shortlisted Offeror will be required to have the following Key Personnel attend the session virtually: Account/Client Relationship Representative. 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 Initial 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 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.

5. Higher Education Community Vendor Assessment ToolKit (“HECVAT”).

Firms that remain shortlisted following the Demonstration Session(s) may be required to complete a HECVAT. Shortlisted firms will be requested, via addendum, to complete the HECVAT by the specified due date listed in the addendum.

END OF SECTION III, ARTICLE 2

SECTION III
ARTICLE 3. PRICE PROPOSALS

1. Submission.

Price Proposals will be requested of the final shortlisted firms via addendum and must be received at the Issuing Office by the specified due date and time per the Solicitation Schedule. A Price Proposal form will be provided to all shortlisted firms, 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 products and/or 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.: 91826 – TCPA/DNC Compliance Solution

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

RFP FOR: TCPA/DNC Compliance Solution

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: _____

The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____

SIGNED

PRINTED NAME

TITLE:

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)

ADDRESS _____

TELEPHONE NO. _____

In Presence of Witness: _____

Printed Name: _____

_____ as to

BY _____

(Partner)

Printed Name: _____

_____ as to

BY _____

(Partner)

C. CORPORATION

(Name of Corporation)

ADDRESS _____

TELEPHONE NO. _____

Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY: _____

Signature of Officer and Title

Printed Name

APPENDIX C

CONTRACT FORMS

- 1. Appendix C-1: Sample Only - UMGC Master Contract**
- 2. Appendix C-2: Contract Affidavit**

APPENDIX C-1

**UNIVERSITY OF MARYLAND GLOBAL CAMPUS
MASTER CONTRACT #91826**

SAMPLE CONTRACT- DO NOT COMPLETE

_____, 2020

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 MASTER CONTRACT (“Contract”) is made as of this ____ day of _____, 2020 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 #91826) on _____, _____, 2020, (the “Solicitation”), to solicit a provider of a TCPA/DNC Compliance Solution and implementation 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 a TCPA/DNC Compliance Solution (“Software”), support and maintenance of the Software (“Support”) and implementation and training services (“Services”), as further described in Exhibit A, in accordance with the terms and conditions of this Contract.

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

- Amendments to this Contract;
- This Contract Form (pages 1 through ____);
- Exhibit A – Statement of Work;
- The Solicitation 91822 and all amendments to the solicitation;
- Contractor’s Technical Proposal dated _____ 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. The term of this Contract shall commence on the date of execution by UMGC. The initial term (“Initial Term”) for the Support shall be for twelve (12) months, unless otherwise extended, expired or terminated pursuant to this Contract. Following the expiration of the Initial Term, Support may be renewed annually prior to expiration of the then-current Support term at UMGC’s sole option.

1.4. All terms and conditions of UMGC's solicitation, and any amendments thereto, are made a part of this Contract unless expressly contradicted by a term or condition of this Contract.

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 Contract unless set forth in an amendment of the solicitation or in this Contract and agreed to in writing by UMGC.

2. PROFESSIONAL SERVICES.

2.1. The Contractor shall perform the Services as described in Exhibit A to this Contract, the relevant Statement of Work (“SOW”) and its supporting documentation which includes but is not limited to a Project Plan, Project Schedule, Testing Plan and Training Plan (“Supporting Documentation”). The Services shall be performed in accordance with the timeline set forth in the SOW. Each party shall perform the project as expeditiously as is consistent with good professional skill and care and the orderly progress of the project.

2.2. The maximum fee for the Contractor’s professional services shall not exceed the fixed fees detailed in the Contractor’s Price Proposal dated _____. The cumulative dollar value of the SOW and any amendments shall not exceed one (1) million dollars.

2.3. The UMGC Office of _____ will designate a staff member to act as coordinator (“Project Coordinator”) between UMGC and the Contractor. 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 this Contract shall be made only with the prior knowledge and concurrence of the Project Coordinator.

2.4. The professional services team for the implementation 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.

3. FEES AND PAYMENT

3.1. Payment shall be made in accordance with the terms and conditions set forth in this Contract. Contractor’s fees for Software, Support and Services shall not exceed the fee(s) set forth in Exhibit A.

3.2. 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. Payments to Contractor shall be made 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.

3.4. 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.

3.5. 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. DEFINITIONS

In addition to the definitions ascribed elsewhere in this Contract, the terms below will have the following meanings when and if used in this Contract:

4.1. "Materials" means any and all software, Source Code, technology, plans, research, products, processes, services, and/or business operations including, without limitation, product specifications, data, know-how, formulae, equations, algorithms, software, samples, measurements, compositions, sequences, processes, designs, sketches, photographs, graphs, drawings, samples, working models, prototypes, inventions and ideas, information and documentation, and other information provided for and/or used in the completion of this Contract.

4.2. "UMGC- Owned Materials" means those Materials owned or licensed by UMGC and supplied to Contractor by or for UMGC in connection with the Services that may be required for the Work and the Deliverables. UMGC Materials specifically includes Materials which would be confidential or proprietary in respect to a private entity.

4.3. "Contractor-Owned Materials" means those Materials owned or licensed by Contractor or its subcontractors which may be supplied by Contractor and /or licensed to UMGC in connection with the Services, Work and Deliverables.

4.4. "Intellectual Property Rights" shall mean (a) copyrights and copyright applications, including any renewals, in either the United States or any other country; (b) trademarks, service marks, trade names, and applications or registrations for any of the foregoing in the State of Maryland, United States or any other country; (c) trade secrets or any data or information which provides value or a competitive advantage to its holder by not being publicly known; (d) patents, patent applications, continuations, divisionals, reexaminations, reissues, continuations-in-part, and

foreign equivalents of the foregoing, in the United States or any other country and (e) any other right, title or interest in and to intellectual property as may be applicable to this Contract.

4.5. “Inventions” means inventions, discoveries, concepts, and ideas, whether patentable or not, including but not limited to processes, methods, formulae, software, techniques, blueprints, schematics, drawings, data, formulae, know-how, compositions, designs, sketches, photographs, graphs, samples, working models or prototypes, original works of authorship, as well as improvements thereof or know-how related thereto.

4.6. “Services” means all work necessary to provide the service specified, which may include without limitation online hosting, development, installation, training, analysis, design, programming, testing, implementation, and consulting.

4.7. “Source Code” means the human-readable description of the structure and methods of operation of any software, including but not limited to, flowcharts, programmers’ notes, and such other materials as may be reasonably necessary for a competent programmer to modify and maintain such software.

4.8. “Work” means any and all products and/or services required within a Statement of Work, as well as the documentation, research, notes, data, computations, estimates, reports or other documents or work product related to such deliverables including development activities created by or produced by Contractor for UMGC under this Contract. It is agreed that Work shall not include the Licensed Software or modifications thereto or Contractor Owned Materials.

4.9. “Day” or day means calendar day unless otherwise specified.

4.10. Deliverable – is a tangible, verifiable work output such as a specification, programming, code, modification or other output developed by Contractor for delivery to UMGC under this Contract. A Deliverable shall not include customization or enhancement of the Contractor-Owned Materials requested by UMGC that are not intended to be owned by UMGC.

4.11. Purchase Order: Purchase Order (“PO”) (and Change Orders to Purchase Orders) as used throughout this Contract includes Purchase Orders and/or Change Orders to Purchase Orders issued by UMGC for accounting purposes only.

5. EVALUATION AND ACCEPTANCE PROCEDURE

5.1. Upon completion and delivery of each deliverable by Contractor under the applicable SOW that is required to implement the Software, UMGC will begin the evaluation and acceptance process for each professional services milestone (“Milestone”), which shall include the steps described below and as specified in an applicable SOW and Supporting Documentation. Payments for the Service, in accordance with Section 3 of this Contract will be based on the completion of a Milestone and its deliverables by Contractor and acceptance by UMGC of each Milestone/deliverable. Contractor will demonstrate to UMGC that the Milestone for the implementation Services has been completed 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 ten (10) business days of receipt by UMGC of confirmation that implementation Milestone has been completed, UMGC shall determine whether the deliverables for such Milestone Materially Conforms to the specifications defined in the SOW and Supporting Documentation. As used herein, the term “Materially Conforms” means that the deliverable(s) for each Milestone substantially conforms to the criteria or specifications set forth in the SOW and Supporting Documentation. 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 provide to Contractor 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 after delivery for the second time then UMGC may, at its sole discretion, (a) further extend the timeframe for cure or (b) begin the termination process as defined in Section 11.1 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. Notwithstanding the foregoing, each re-test period shall be for the greater of the time remaining in the original test period or five (5) business days. 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 11.1 of this Contract.

6. OWNERSHIP AND PROPRIETARY RIGHTS

6.1. Contractor owns and retains all right, title and interest in Contractor-Owned Materials. UMGC owns and retains all right, title and interest in UMGC’s Owned Materials. UMGC acknowledges and agrees that, unless otherwise agreed by Contractor in writing, Contractor is the sole and exclusive owner of all rights, including but not limited to all patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in the systems, programs, specifications, user documentation, and other Contractor-Owned Materials used by Contractor in the course of its provision of services hereunder. UMGC also acknowledges and agrees that in entering into this Contract, UMGC acquires no ownership rights in Contractor-Owned Materials. UMGC shall not copy, transfer, sell, distribute, assign, display, or otherwise make Contractor-Owned Materials available to third parties. Contractor acquires no rights of ownership in or to the UMGC-Owned Materials; or anything that is provided to Contractor by UMGC, including but not limited to business processes, software and related documentation. Any modifications or enhancements to the UMGC Owned Materials including those suggested or implemented by Contractor, shall belong to UMGC. Contractor agrees that its rights to use any such materials or data provided by UMGC, including all UMGC-owned Materials is limited to such use as is necessary to permit Contractor to perform Services and obligations in this Contract.

6.2. UMGC has the responsibility for providing Contractor with the copyright notice language to appear on websites, delivered course content and/or assessments, and on any related practice and/or demonstration materials. Contractor will have the responsibility for providing that the copyright notice language provided to Contractor by UMGC will appear as provided on any applicable materials. Any copyright notice language or other language acknowledging Contractor's ownership or other legal rights of Contractor which appears on websites, course content and/or assessments, and in any practice and/or demonstrational materials will be limited to such language as is necessary to protect Contractor's legal rights. Unless provided to Contractor by UMGC, no language acknowledging the legal rights of any third party shall appear on materials without the prior written consent of UMGC.

6.3. Contractor agrees to indemnify and hold harmless, and defend upon request, UMGC, its officers, trustees, agents, representatives, other vendors and employees with respect to any claim, action, cost or liability 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 and for a violation or breach of the provisions set forth in Sections 6 and 7 of this Contract.

6.4. Notwithstanding anything in the Contract to the contrary, any and all Deliverables shall be the sole and exclusive property of UMGC. Notwithstanding the foregoing, the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by Contractor prior to, or acquired during, the performance of the Services shall be Contractor-Owned Material.

6.5. Upon UMGC's request or upon the expiration or termination of this Contract, Contractor shall deliver, destroy or return all copies of the Work to UMGC, as UMGC remits payment to Contractor for all services rendered with respect to such Work. 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.

6.6. Contractor and UMGC intend this Contract to be a contract for services and each considers any tangible work products identified as a Deliverable ("Deliverables") during the Term of this Contract to be a work made for hire. If for any reasons the Deliverables would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to UMGC, its successors, and 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 Deliverables, 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. Contractor agrees to execute all documents and to perform such other proper acts as UMGC may deem necessary to secure for UMGC the rights in the Deliverables.

6.7. Other than Deliverables and Contractor-Owned Materials, the tangible property and work products created by Contractor pursuant to this Contract ("Work Product") shall mutually belong to UMGC and Contractor and each shall be free to use such Work Product without permission of or payment of royalty to the other. As to tangible products and work products identified as

Deliverables during the Term or Terms of this Contract, all Deliverables shall be owned exclusively by UMGC.

6.8. UMGC recognizes that Contractor's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops in its engagements. UMGC's business also depends substantially upon the accumulation and application of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops through collaboration with contractors and other service providers. Accordingly, to the extent material that is used in, enhanced, or developed in the course of providing Services hereunder is of a general abstract character, or may be generically re-used, and does not contain Confidential Information of UMGC, then Contractor will own such material including, without limitation: methodologies; delivery strategies, approaches and practices; generic software tools, routines, and components; generic content, research and background materials; training materials; application building blocks; templates; analytical models; project tools; development tools; inventions; solutions and descriptions thereof; ideas; and know-how (collectively "Know-how") developed by Contractor and UMGC will own the Know-how developed by UMGC. To the extent such Know-how is contained or reflected in the Work Product, each party hereby grants the other a fully paid up, perpetual license to use such Know-how. Neither party will sublicense or sell Know-How of the other party to any third party, and will not use or exploit the Know-How of the other party to compete with the information technology and professional services of Contractor or the educational services and delivery of the UMGC.

6.9. 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.

6.10. Neither party may use the other party's name, trademarks or other proprietary identifying symbols without the prior written approval of the other party.

7. CONFIDENTIAL INFORMATION

7.1. Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and/or Work 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, personal information of Called Parties, 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, state privacy, data security, and disposal laws, 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 (as defined below) 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. REPRESENTATIONS AND WARRANTIES

8.1. Contractor warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing this Contract on behalf of Contractor has been properly authorized and empowered to enter into this Contract. Contractor further represents and warrants that (i) it is experienced in the field of telemarketing and that it has the resources and knowledge necessary to provide the services being purchased by UMGC under this Contract and that it will provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which shall be delivered at the highest level of function and service that it delivers to its other customers and in accordance with generally accepted standards, practice, methods, and techniques for similar service in effect at the time of such performance; (ii) it will at all times ensure UMGC is in full compliance with all applicable state, federal and international statutes, rules, regulations, guidelines and ordinances, including but not limited to the Telephone Consumer Protection Act of 1991 (“TCPA”), as amended, the Telemarketing and Consumer Fraud and Abuse Prevention Act of 1994 (“TCFAPA”), as amended, other federal and state telemarketing statutes, regulations, ordinances and guidelines, FTC and FCC “do-not-call” regulations, ordinances, and guidelines, the CAN-SPAM Act of 2003, as amended, and state email requirements, EU General Data Protection Regulation (“GDPR”), California Privacy Protection Act (“CCPA”) and other applicable state privacy statutes and regulations, and all other applicable state and federal statutes, regulations, ordinances and guidelines related to any aspect of UMGC’s business, including but not limited to telephone call recording or pre-recorded calls, email and text marketing (“Applicable Laws”); (iii) it shall subscribe UMGC to the applicable written federal and state Do Not Call (“DNC”) registries and shall provide UMGC with sufficient services to ensure that telemarketing calls are not made to any individuals on the state, federal or UMGC-specific DNC lists or knowingly made to a mobile device without the adequate consent of the subscriber; and (iv) it shall assist UMGC in developing an appropriate DNC policy in compliance with all applicable state and federal statutes, regulations, ordinances and guidelines, and shall train all UMGC-requested employees in compliance with telemarketing and telephone recording laws and regulations, documenting such training, sufficient to qualify for the DNC “safe harbor” provisions of federal and applicable state statutes, regulations, ordinances and guidelines. Contractor further represents and warrants that (A) there is no action, suit, or proceeding pending, or to its knowledge, threatened which if decided adversely would impair its ability to carry on its business substantially as now conducted or which would adversely affect its financial condition or operations; (B) it has implemented and will maintain reasonable security procedures and practices appropriate to the nature of Confidential Information, to protect such information from unauthorized access, destruction, use, modification or disclosure; (D) it will collect, use, disclose, transfer, process, and

dispose of Confidential Information in a reasonably secure manner; (E) it will not share or disclose Confidential Information in any manner to any third parties, including its own corporate affiliated entities (including parent entity), law enforcement or any governmental entity without first obtaining the prior written express consent of UMGC; (F) it will take reasonable measures to secure its servers, equipment and systems to prevent unauthorized access including, without limitation, ensuring that only authorized personnel will have access to any server(s), terminal(s), equipment and systems operated or under the control of Contractor, whether or not the server(s), terminal(s), equipment or systems are physically located on property owned or leased by Contractor, and that it will undertake industry standard firewalls or intrusion detection measures; (G) it will not knowingly cause any unplanned interruption of the operations of, or accessibility to, UMGC websites or information technology systems or any part of its service through any device, method or means, or harmful content, including without limitation the use of any “virus,” “worms,” “cancel bots,” “lockup,” “time bomb,” “key lock,” or “Trojan horse” device or program or disabling code which has the potential or capability of causing any interruption of or damage, surreptitiously intercept or expropriate the operations of, or accessibility of, the UMGC websites or information technology systems or any part of its service; (H) it will implement UMGC’s policies and/or guidelines designed to comply with Applicable Law; and (I) all information provided to UMGC in the bid process, if applicable, or due diligence related to this Contract, or any document submitted to UMGC is true and complete and properly reflects the business, financial condition and principle partners, owners, or officers of Contractor. The parties acknowledge, understand and agree that the Contractor’s representations and warranties herein also pertain to any third party service provider, affiliate, partner, supplier, agent, sub-agent, or vendor (collectively “Agents”) and their Agents engaged by Contractor to fulfill any obligation under this Contract.

8.2. Compliance with Laws and Indemnification. Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and,
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; and,
- C. It shall comply with all Applicable Laws; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- E. Upon request, Contractor shall provide UMGC with copies of any materials, reports, or documents demonstrating compliance with Applicable Law. Contractor further agrees that it will adopt and follow at all times any policies and procedures provided to it by the UMGC designed to promote or ensure compliance with these and other laws and to conduct training of its employees on such policies and procedures and to document such training. Such training shall be conducted for all new employees

prior to engaging in any work for UMGC, on an annual basis for all employees, and as deemed necessary by the UMGC.

F. Contractor agrees at its expense to cooperate fully in any investigation or inquiry arising from or related to any complaint received by UMGC under Applicable Law and in the defense to any claim or lawsuit relating to Contractor telemarketing practices, as UMGC deems necessary or appropriate. Contractor hereby agrees to indemnify, defend, and hold the UMGC, its officers, trustees, directors, employees, agents, representatives, subsidiary and affiliate entities and each of their officers, directors, trustees, employees, agents, and representatives, and the successors, and assigns of any of them (collectively "UMGC Indemnified Parties"), harmless from and against any and all liabilities, claims, causes of action, costs, judgments, losses, damages, penalties, fines or forfeitures, and expenses (including without limitation attorneys' fees) resulting from, incident to, or in connection with any claim, demand, cause of action, suit, loss, damage, expense, governmental inquiry or investigation (collectively, "Claim"), or arising out of or relating to (i) any material breach of any representation, warranty, covenant, obligation, or other agreement of Contractor contained in this Contract; and (ii) any failure of Contractor or Contractor's Agents to comply with Applicable Law.

G. The obligations to indemnify contained in this Section 8.2 are material terms of this Agreement and shall survive the expiration or termination of this Agreement for any reason.

8.3. Software. Contractor hereby warrants and represents:

A. That Contractor shall perform all of the Work in a professional manner in accordance with industry standards for software development and related services, and that the software development and related services will conform to the specifications in the Contract; and,

B. That Contractor has used industry standards for vulnerability testing and software quality code reviews to ensure that software is free of any and all "time bombs," computer viruses, copy protect mechanisms or any disclosed or undisclosed features which may disable Contractor software or render it incapable of operation (whether after a certain time, after transfer to another central processing unit, or otherwise); and,

C. That if hosted services, the Contractor has used industry standards for vulnerability testing and software quality code reviews to ensure that computer software purchases, as delivered, 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 Contractor-selected conditions, or manually on the command of Contractor.

8.4. Non-Visual Access Clause. Contract hereby warrants and represents that the information technology offered under this Contract (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The

Contractor further warrants that the costs, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of this section, the phrase “equivalent access” means that the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

8.5. Security.

A. Contractor shall endorse UMGC’s requirement to adhere to the University System of Maryland’s (USM) IT Security Standards (<http://www.usmd.edu/usm/adminfinance/itcc/ITSecResource.html>). UMGC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include: (i) identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract; (ii) assessment of the contractor’s security and privacy controls; (iii) inclusion of UMGC’s security and privacy requirements in the contract; and, (iv) periodic reassessment of Contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

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

C. Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.

D. Contractor shall report any confirmed or suspected breach of University data to UMGC’s Computer Incident Response Team (CIRT) at CIRT@umgc.edu within one hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of University data shall be reported to UMGC CIRT at CIRT@umgc.edu within 12 hours of discovery or detection.

E. Contractor shall follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.

F. Contractor shall configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

G. On an annual basis, Contractor shall obtain Service Organization Control (“SOC”) 2 Type 2 reports, and/or a Statement on Standards for Attestation Engagements (SSAE) No. 16 report (the “Reports”) for all

facilities from which the Services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without the University being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as UMGC's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Contract in the sole and reasonable discretion of UMGC.

H. UMGC or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of UMGC data. Audits will be at UMGC's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of UMGC or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, UMGC has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.

9. RELATIONSHIP OF THE PARTIES

9.1. 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.

9.2. 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.

9.3. 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.

10. DISTRIBUTION OF RISK

10.1. 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, as further set forth in Section 9.22.1, or as set forth in Contractor's proposal should the coverage and limits therein exceed the minimum levels set forth in Section 10.23.1. Contractor shall provide to the Procurement Officer a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.

10.2. 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.

10.3. 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.

11. GENERAL TERMS AND CONDITIONS

11.1. 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 Deliverables 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.

11.2. 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.

11.3. 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.

11.4. 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.

11.5. Subcontracting and Assignment.

11.5.1. 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.

11.5.2. 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.

11.6. 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. The parties hereby irrevocably submit in any suit, action, or proceeding arising out of or related to this Contract to the jurisdiction of the United States District Court for the District of Maryland and the jurisdiction of any court of the State of Maryland and waive any and all objections to jurisdiction that they may have under the laws of the State of Maryland or the United States. The parties further agree that the United States District Court for the District of Maryland and the courts of the State of Maryland shall be the sole and exclusive forum for resolution of any suit, action, or proceeding arising out of or related to this Contract.

11.7. 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.

11.8. No Third Party Beneficiaries. This Contract 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 Contract.

11.9. 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:

11.10. 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.

11.11. 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.

11.12. 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.

11.13. 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.

11.14. 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.

11.15. 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.

11.16. 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.

11.17. 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.

11.18. 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.

11.19. 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.

11.20. 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.

11.21. 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.

11.22. Insurance

11.22.1. 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.

11.22.2. 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.

11.22.3. 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.

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

UNIVERSITY OF MARYLAND
GLOBAL CAMPUS

By: _____

By: _____

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

EXHIBIT A – STATEMENT OF WORK
TO
CONTRACT #91826

THIS Exhibit A to CONTRACT (“Contract”) _____ is made as of this ____ day of _____, 2020, 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" or “UMGC”.

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
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.