



UNIVERSITY OF MARYLAND GLOBAL CAMPUS

Insurance Broker Services Solicitation #91787

Issue Date: April 1, 2020

Due Date for Questions: April 21, 2020, 11:59 P.M., ET

Due Date for Responses: May 21, 2020, 4:00 P.M., ET

Issuing Office:

University of Maryland Global Campus
Office of Procurement and Business Affairs
Sharon Barry, Director
Sharon.barry@umuc.edu
Telephone: 301-985-7156

1. PROJECT SCOPE:

1.1 Purpose. The University of Maryland Global Campus (“UMGC”, or “University”), an online state university in the University System of Maryland, seeks proposals from qualified contractors to provide insurance broker services.

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

1.3 Background: Founded in 1949, University of Maryland Global Campus (UMGC) is one of 12 degree-granting institutions in the University System of Maryland (USM). On July 1, 2019, University of Maryland University College’s name changed to University of Maryland Global Campus. The name change was approved by the University System of Maryland Board of Regents, and the supporting legislation was passed by the General Assembly of the State of Maryland. The legislation was signed by Governor Larry Hogan on April 18, 2019 and was codified in Maryland’s State Education Article §13-101.

Our new name reflects what we have always represented since 1949: a respected state university with a global reach. Headquartered in Adelphi, Maryland, UMGC is a global university, serving more than 80,000 students worldwide, including substantial active-duty military service members, reservists, veterans, and their family members. It is one of the largest public universities in the nation and among the largest educational providers to the U.S. military. UMGC has been growing consistently for the past several years, and it is the intent of the University to accelerate profitable growth while maintaining high quality. The significant gap in higher education attainment can be partially addressed by UMGC services, and it is our mission to boldly do so.

Since its founding, UMGC has focused on the unique educational and professional development needs of adult students—students who must balance the demands of fulltime jobs, military service, family, and community responsibilities. The University strives to offer students maximum convenience and flexibility in pursuing their education. Currently, UMGC offers an array of career-relevant programs fully online, on-site, and in a hybrid format, that combines online and on-site study. Onsite classes and services are offered in more than 20 locations across Maryland, Virginia, and Washington, D.C. as well as in 20 countries and territories around the world. Please visit www.UMGC.edu for more information about UMGC.

For a profile of the University, see <http://www.UMGC.edu/visitors/about/>. UMGC’s mission and core values may be found at: <http://www.UMGC.edu/visitors/about/mission>.

1.4 Questions and Notification.

All questions and inquiries regarding this procurement must be directed via email to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by the date listed on the cover of this Solicitation.

1.5 Term.

It is intended that one, non-exclusive contract will result from this Solicitation. Any contract arising from this Solicitation shall commence on the date the Contract is executed on behalf of UMGC, or such other date as UMGC and the Contractor shall agree. The Contract is anticipated to start on or around September 1, 2020.

1.6 Budget

The budget for these services, not including the purchase of insurance coverage, shall not exceed \$200,000.

2. STATEMENT OF WORK:

2.1 Description

The University is seeking a provider of enterprise-wide risk assessment services to evaluate its stateside and overseas operations which includes, but is not limited to, the following: distance learning, military and international operations, and financial operations. The University seeks a partner who can procure and manage property and casualty insurance, professional liability, cyber liability and campus risk management programs, as well as other related services. The ability to provide detailed analytics is also desired. UMGC is a State university which is primarily self-insured for property and casualty loss through the Maryland State Insurance Trust Fund. Therefore, expertise in public entities and educational institutions is preferred.

2.2 Deliverables

- **Gap Analysis** – a comprehensive report that outlines any gaps in risk protection and why. The Gap Analysis should consider the parameters of the State’s self-insurance program which includes coverage for property and casualty loss, travel accident, terrorism, boiler and machinery and excess property coverage including electronic data processing (EDP), and the applicability of the Maryland Tort Claims Act. The Gap Analysis should also consider UMGC’s global operations, particularly operations on military bases.
- **Workflow/Organizational Realignment** – suggest internal policies/procedures to mitigate or close gaps.

- Risk Tolerance Levels – suggest a level to tolerate risk (e.g., insurance or self-insure) based on analytical models and data.
- Cyber Protection Levels – recommend levels of coverage based on models of industry data points and benchmarks to include the University’s unique academic and administrative structure and global operations.
- Procurement of required coverage

3. DISCUSSIONS:

Based on the initial review of proposals, the University may invite without cost to itself, Proposers to a discussion session. The purpose of the discussion is to clarify any and all aspects of the Proposal, inclusive of the proposed approach, implementation process, schedule, and staffing. In addition, the discussion will allow the University to meet key personnel and for these personnel to convey their experience and expertise in the proposed services. **The discussion may be held virtually to accommodate the needs and safety of all participants.**

4. SOLICITATION RESPONSE REQUIREMENTS:

4.1 Offeror’s technical response shall include:

- A detailed narrative of the firm’s experience (also complete Appendix A.1 and A.2);
- Resumes and/or backgrounds of key personnel;
- Listing and description of services offered
- A proposed schedule and milestones, as applicable;
- Examples of at least two clients whose services are similar in scope of work; and
- Client point of contact information to include email address, phone number, and title

4.2 Offeror’s price response shall include:

- Cost of risk assessment/gap analysis; cost shall include fully loaded rates of all assigned personnel, materials, proprietary tools used, and travel (if applicable). There are no reimbursables that will be considered with this project; costs shall not exceed \$200,000.
- Hourly rate of personnel assigned to the account, if additional work is requested;
- Broker fee for placement for recommended insurance coverage, if applicable.

4.3 The following documentation shall also be provided along with the technical and pricing proposals as outlined above:

- Firm Profile and Questionnaire - Appendix A.1
- Firm Experience and References - Appendix A.2

- A Certificate of Insurance verifying your firm's respective coverages. Refer to Section 10.23 of the sample contract for insurance requirements
- Contract Affidavit (see attached)
CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT.
The address used for the Resident agent must be in Maryland.

5. PROJECT MANAGEMENT:

UMGC's Office of the Chief Financial Officer will be providing management services for this Contract.

6. SUBMISSION AND EVALUATION OF THE PROPOSALS:

6.1 Submission

Proposals shall be submitted electronically to the Issuing Office as a PDF. Proposals are to be titled Solicitation 91787, and clearly indicate the proposing firm name. **Hyperlinks to software products sent to UMG C's Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e. a Click through Agreement) are required to be accepted by UMG C in order to download the Proposal.**

6.2 Evaluation Factors

Proposals will be evaluated on the following:

- Responsiveness to the requirements set forth in the Solicitation;
- Technical expertise and experience of company staff;
- Relevant past performance and experience;
- References;
- Price

Proposals will be evaluated for technical merit as well as price. The technical aspects of the response will weigh greater than the price, that is, a Contractor's response evaluated to be more technically responsive even though it has a higher associated price, may be awarded the Contract. The decision as to the "most advantageous" is solely at the University's discretion. Further information may be requested by the University during the evaluation process.

7. RESULTING CONTRACT:

A non-exclusive contract will be issued to the selected firm. In responding to this Solicitation, proposers are accepting that they will agree to execute the attached Contract including mandatory Terms and Conditions for contract award.

APPENDIX A.1 FIRM PROFILE and QUESTIONNAIRE

1. Company Name: _____

FED ID Number: _____

2. Company Address: _____

3. Contact name, email, and phone: _____

4. Years in Business: _____

5. Number of employees: _____

6. Company Management: Provide names and years with the Company:

President/Owner: _____ #Yrs. w/Co. _____

Contact Information: _____

6a. Account Manager assigned to this contract: _____

Contact Information: _____ #Yrs. w/Co. _____

6b. Provide a resume for the Account Manager and a list of recent clients.

APPENDIX A.2 FIRM EXPERIENCE AND REFERENCES

Provide names, contacts and telephone numbers of at least three (3) organizations that you have had business and is comparable to UMGC's proposed contract. These will be used for Reference checks as well as evaluating experience. The University may use itself as a reference.

1. Company Name: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____

Description of services provided _____

Account Manager that handled this client: _____

2. Company Name: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____

Description of services provided _____

Account Manager that handled this client: _____

3. Company Name: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____

Description of services provided _____

Account Manager that handled this client: _____

Proposing Firm: _____

Signature: _____

Date: _____

DO NOT COMPLETE – THIS IS A SAMPLE CONTRACT ONLY

**UNIVERSITY OF MARYLAND GLOBAL CAMPUS
CONTRACT # 91787**

INSURANCE BROKER SERVICES

_____ **SEPTEMBER 1, 2020**

CONTRACTOR:

Federal Employer ID: _____

Address: _____

Contact Person: _____

Contact Phone: _____

Contact Email: _____

UMGC Ordering Office: _____

Project Coordinator: _____

Coordinator Phone: _____

Coordinator Email: _____

UMGC Procurement:

Phone Number:

E-mail address:

Sharon Barry

301-985-7156

sharon.barry@umuc.edu

THIS CONTRACT 91787 (“Contract” or “Agreement”) is made on the _____ of _____, 2020, between the University of Maryland Global Campus, a constituent institution of the University System of Maryland (“USM”), an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, Maryland 20783, hereinafter referred to as (“UMGC” or “the University”) and _____ hereinafter referred to as (“Contractor” or “Vendor”) with principal offices located at _____ (collectively, “the Parties”).

RECITALS

The University issued solicitation documents (Solicitation Number 91787) on _____, 2020, as amended from time to time (“the Solicitation”), to solicit a provider of _____, (“Services”). Contractor submitted a proposal dated _____, 2020. The University subsequently selected the Contractor as one of the awardees of this non-exclusive Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

- 1.1 Contractor shall provide _____ (“the Services”), in accordance with the terms and conditions of this Contract.
- 1.2 This Contract consists of multiple documents as follows in order of precedence:
 - This Contract form (pages 1 through _); and any Amendments;
 - The Solicitation Number 91787 and all amendments to the Solicitation;
 - Contractor’s Technical and Price Proposal dated _____, 2020.

2. PROFESSIONAL SERVICES

- 2.1 The Contractor shall perform the Services as described in Exhibit A to this Agreement. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the Parties at a future date and adopted as an amendment to Exhibit A. The Contractor shall perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Contract.
- 2.2 UMGC’s Office of Chief Financial Officer will designate a staff member to act as coordinator (“Project Coordinator”) between UMGC and the Contractor. Throughout the period of the Contract, copies of all correspondence, reports, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and to any other UMGC personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other UMGC offices or any other entity concerning the Service shall be made only with the prior knowledge and concurrence of the Project Coordinator.

- 2.3 The account manager for the Contract shall be the same person identified in the Contractor's submittal responding to UMGC's Solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to UMGC's approval, and notify UMGC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to UMGC in writing as they occur.
- 2.4 All terms and conditions of UMGC's Solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon UMGC and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMGC.

3. FEES AND PAYMENT

- 3.1 The maximum fee for all Services resulting from Solicitation #91787 shall not exceed \$200,000.
- 3.2 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University's receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

Invoices shall be submitted promptly and electronically to the Accounts Payable Department, University of Maryland Global Campus, 3501 University Boulevard East, Adelphi, MD 20783-8002 at accountspayable@UMGC.edu.

- 3.3 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges and tax-related surcharges. The University is generally exempt from such taxes, and Contractor agrees not to charge the University for such taxes in accordance with applicable law. The University will provide exemption certificates upon request.
- 3.4 Electronic funds may be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

4. WORK PRODUCT

- 4.1 Contractor and UMGC intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If, for any reason, the Work 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 Work, and in and to all income, royalties damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
- 4.2 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, to the extent of the loss directly attributable to its error or negligence, and subject to the limitations of this Contract, for recreating such lost data or records.

5. EVALUATION AND ACCEPTANCE PROCEDURE

- 5.1 Upon completion and delivery of service by Contractor, UMGC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 3 of this Contract will be based on the completion and acceptance by UMGC.
- 5.2 Within the time period specified in the Contract including any Contract Amendments, or work order(s) UMGC shall determine whether Contractor's services materially conforms to the specifications defined in the Contract and/or work order(s). As used herein, the term "materially conforms" means that the Service is ready to be used and meets or exceeds UMGC's specifications. If the Service materially conforms to the specifications, then, UMGC will provide confirmation to Contractor that the Service is accepted.
- 5.3 If the Service does not materially conform, UMGC shall immediately inform the Contractor of the deficiencies. Contractor, at no additional cost to UMGC, shall thereafter make all appropriate and necessary fixes to the Service within the time period specified by UMGC. If the Service again fails to materially conform, then, this same process will be repeated one more time. If the Service fails to materially conform to the specifications after delivery for the second time, then, UMGC may, at its sole discretion, (a) further extend the timeframe for cure, (b) cancel the work order and c) begin the termination process as defined in Section 10.1 of this Contract. If UMGC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the Parties may agree.
- 5.4 If the Contractor fails to meet the Service required at any other periods of time as mutually agreed to, UMGC may declare the Contract in material breach and begin the termination process as defined in Section 10.1 of this Contract.

6. INTELLECTUAL PROPERTY

- 6.1 Neither Party may use the other Party's name, trademarks, creative concepts or other proprietary identifying symbols without the prior written approval of the other Party.
- 6.2 Contractor agrees to defend upon request and indemnify and hold harmless UMGC, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment or services under this Contract.
- 6.3 Contractor represents and warrants that it will not reproduce, disclose or use Client Intellectual Property for any purpose, or in any manner, other than in the performance of this Contract or as provided in this Contract or as authorized in writing in advance by Client. Upon the University's request or upon the expiration or termination of this Contract, Contractor shall deliver or return all copies of Client Intellectual Property to the University.

7. CONFIDENTIAL INFORMATION

- 7.1 Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given UMGC's Confidential Information (as defined herein). For purposes of this Contract, "Confidential Information" means all information provided by the University to Contractor including, without limitation, information concerning the University's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media including, without limitation oral, and includes the originals and any and all copies and derivatives of such information.
- 7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.
- 7.3 Contractor shall not, in any manner whatsoever, disclose to, permit access to, or allow use of Confidential Information by any person or entity except as specifically permitted or required under this Contract.
- 7.4 Contractor acknowledges and understands that UMGC is required to protect certain Confidential Information from disclosure under applicable law including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA") including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively, "the Privacy Laws"). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMGC's employees. The Contractor agrees that it

shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMGC would be obligated if the Confidential Information was in the possession or control of UMGC. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.

- 7.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UMGC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.
- 7.6 Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 7.7 Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 7 shall be a material breach of this Contract.
- 7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

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

- 7.9 Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and UMGC 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 UMGC or destroyed upon completion or termination of this Contract.

8. RELATIONSHIP OF THE PARTIES

- 8.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the Parties. Neither Party

shall bind or attempt to bind the other to any contract, warranty, covenant or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance. Nothing in this Contract is intended to create a joint employment relationship.

- 8.2 It is understood and agreed that Contractor is an independent contractor of the University, and not an employee. Except as set forth in this Contract, UMGC 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 UMGC, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.
- 8.3 Each Party reserves the right to review all press releases or other public communications of the other Party that may affect the Party's public image, programs or operations.
- 8.4 This Agreement is non-exclusive. UMGC reserves the right to arrange for the Services provided hereunder from any other Party.

9. DISTRIBUTION OF RISK

- 9.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as further set in Section 10.23.1, 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.
- 9.2 Contractor shall indemnify and hold harmless UMGC 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. UMGC agrees to notify Contractor promptly of any known liabilities, claims, or demands against UMGC for which Contractor is responsible hereunder, and Contractor agrees to, at UMGC's request, defend UMGC or settle any such liabilities, claims, or demands.
- 9.3 Neither Party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, nor special damages, or losses including, without limitation, lost profits and opportunity costs.

10. GENERAL TERMS AND CONDITIONS

- 10.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, UMGC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. UMGC will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and

does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which UMGC is entitled pursuant to this Contract shall become the University's property. UMGC 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 UMGC can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

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

10.3 Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or UMGC, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

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

10.5 Subcontracting and Assignment.

10.5.1 The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of UMGC nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMGC. UMGC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to the

terms and conditions that UMGC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract and shall be subject to liability to the University for acts and omissions of subcontractors.

- 10.5.2 Neither Party may assign this Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to UMGC. Contractor may designate a third party to receive payment without the University's prior written consent unless in conflict with Maryland or federal law but shall provide the University with notification thereof.
- 10.6 Maryland Law Prevails. The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.
- 10.7 Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the Parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both Parties. Amendments may not significantly change the scope of the Contract.
- 10.8 No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned Parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.
- 10.9 Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five (5) calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other Party as follows:

For the University:

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

For the Contractor:

- 10.10 Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

- 10.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for five (5) 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 and at no cost to UMGC. These documents may include, but are not limited to, correspondence, the original signed consent form, background search results, W2s, paystubs, employment verification documents, and official transcripts.
- 10.12 Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the Party or Parties hereby contracting with the State of Maryland or any unit thereof.
- 10.13 Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 10.14 Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of this Contract.
- 10.15 Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- 10.16 Political Contribution Disclosure. Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12-month period of time involving cumulative consideration in the aggregate of \$100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.

- 10.17 Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.
- 10.18 Ethics. This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMGC employee in connection with this procurement.
- 10.19 Compliance with Laws. The Contractor hereby represents and warrants that:
- 10.19.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 10.19.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 10.19.3 It shall comply with all international, federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; including the standards of sanitation, safety and health. The University reserves the right to randomly inspect facilities daily with or without the Contractor's representative. The Contractor shall be responsible to implement corrective operating measures required as a result of these inspections; and
- 10.19.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- 10.19.5 To the extent that personal data is disclosed, it shall comply with international, federal, state, and local data privacy laws, regulations, and ordinances including but not limited to the European Union General Data Protection Regulation 2016/679 (hereinafter referred to as "GDPR"). Compliance with Article 26 of GDPR may require Contractor to agree to the standard contractual clauses adopted by the EU Commission; and
- 10.20 Indemnification. UMGC shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
- 10.21 MultiYear 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 nonrecurring costs incurred, but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

10.22 Pre-Existing Regulations. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

10.23 Insurance.

10.23.1 The Contractor shall secure, and shall require that subcontractors 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 general aggregate;

Not less than \$2,000,000 products/completed operations aggregate; and

Workers' compensation per statutory requirements.

10.23.2 The Contractor shall provide to the Procurement Officer a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter. 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, students, faculty members, agents, officers, regents, invitees or guests of the University.

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

11. SECURITY:

11.1 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:

- 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.
- Assessment of the contractor's security and privacy controls.
- Including UMGC's security and privacy requirements in the agreement
- Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

11.2 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.

11.3 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.

11.4 Report any confirmed or suspected breach of University data to UMGC's Computer Incident Response Team (CIRT) 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 within 12 hours of discovery or detection.

11.5 Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.

11.6 Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

11.7 On an annual basis, Contractor shall provide Service Organization Control (SOC) Type 2 Reports or equivalent. 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 Agreement in the sole and reasonable discretion of UMGC.

11.8 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.

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

University of Maryland Global Campus

Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

This **Exhibit A** to **THIS CONTRACT** Number 91787 made on the _____ of _____, 2020, between the University of Maryland Global Campus, a constituent institution of the University System of Maryland ("USM"), an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, Maryland 20783, hereinafter referred to as ("UMGC" or "the University") and _____ hereinafter referred to as "Contractor" or "Vendor" with principal offices located at _____ (collectively, "the Parties").

Statement of Work:

See Contractor's Proposal dated _____, 2020

PRICING:

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) _____ and the duly authorized representative of (business) _____ 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 _____, 2020, 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: _____