UMBC
AN HONORS UNIVERSITY IN MARYLAND

UNIVERSITY OF MARYLAND BALTIMORE COUNTY

REQUEST FOR PROPOSAL # BC-20971-P
FOR
COLUMBUS CENTER/IMET WEBSITE DESIGN AND MAINTENANCE CONTRACT

ISSUE DATE: MAY 21, 2015

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<tr>
<td>Issue Date</td>
<td>4:00 PM</td>
<td>Thursday, May 21, 2015</td>
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<tr>
<td>Pre-Proposal Conference</td>
<td>N/A</td>
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<td>Deadline for Questions</td>
<td>4:00 PM</td>
<td>Thursday, May 28, 2015</td>
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<tr>
<td>Technical Proposal Due Date</td>
<td>2:00 PM</td>
<td>Monday, June 8, 2015</td>
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<td>Oral Presentation/Interview Sessions</td>
<td>9:00 – 5:00 PM</td>
<td>Tuesday, July 7, 2015</td>
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<td>Price Proposal Due Date</td>
<td>On or About</td>
<td>Monday, July 13, 2015</td>
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                                                                                       | By Addendum only

WARNING: Prospective bidders 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 that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify 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 BALTIMORE COUNTY
1000 Hilltop Circle
Baltimore, Maryland 21250
www.umbc.edu

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COLUMBUS CENTER/IMET WEBSITE DESIGN AND MAINTENANCE CONTRACT
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SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland, Baltimore County (“University” or “UMBC”) a constituent institution of the University System of Maryland (“USM”) an agency of the State of Maryland is seeking a contractor to create the Columbus Center (“CC”) website and redesign the Institute of Marine and Environmental Technology (“IMET”) website. The Columbus Center /IMET are located in downtown Baltimore.

B. ISSUING OFFICE

Delores R. Pertee
University of Maryland Baltimore County
Department of Procurement
Administration Building, Room 301,
1000 Hilltop Circle
Baltimore, MD 21250
Voice: (410)-455-3915
FAX: (410) 455-1009
E-mail: dpertee@umbc.edu

The sole point of contact in the University for the purpose of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to Delores R. Pertee in writing.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by 4:00 p.m. Thursday, May 28, 2015. Inquiries will receive a written reply. Copies of replies will also be sent to all other proposers, but without identification of the inquirer.

D. DELIVERY OF PROPOSALS

Proposals must be delivered to:

University of Maryland Baltimore County
Department of Procurement
1000 Hilltop Circle, Administration Building, Room 301
Baltimore, MD 21250
Attention: Delores R. Pertee
E. PROPOSAL CLOSING DATE

In order to be considered, the original and six (6) copies [for a total of seven (7) sets] of the Technical Proposal must arrive at the issuing office by **Monday, June 8, 2015, no later than 2:00 p.m.**

**NOTE:** All UMBC mail goes through the UMBC mailroom, so please leave sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 301, or error or delay on the part of the carrier. Proposals received after the established closing date and time cannot be accepted. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

F. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held in conjunction with this RFP, however, proposers are invited to visit the current IMET website at [www.imet.usmd.edu](http://www.imet.usmd.edu). The Columbus Center does not have a website.

G. DURATION OF PROPOSAL OFFER

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

H. CONTRACT TERM

The contract shall be for an initial one-year (1) period beginning on August 1, 2015 and ending on July 31, 2016. The University shall have the option to renew the contract for seven (7) additional one-year terms for a potential eight (8) year contract. Said options are to be exercised at the sole discretion of the University.

For a Multi-year contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional renewal terms (unless otherwise stated that price changes will not be permitted), it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any shall not exceed the Consumer Price Index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics.

For example, for the contract period ending July 31, 2016, the index for the period ending February 29, 2016 will be used. Statistics will be referenced as a cap for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.
I. **EVALUATION OF OFFERS**

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

J. **PROPOSAL ACCEPTANCE**

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. Proposers judged by the procurement officer not to be responsible or proposers whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

K. **FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER**

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the proposer as contractor and the University in the form of a University Contract and shall contain the provisions included herein as Appendix C (Contract), as well as, any additional terms required by UMBC or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C (Contract) and will execute a contract on that form upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee.

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and the University and shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in Appendix C, and (3) the Proposer’s response to the RFP and any amendments or changes thereto.

L. **ORDER OF PRECEDENCE**

The contract between the parties will be embodied in the contract documents, which will consist of those items named in “K” above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.
M. **PROPOSAL AFFIDAVIT AND CERTIFICATIONS**

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

N. **PIGGYBACK CLAUSE**

UMBC is a member of the University System of Maryland ("USM") and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM. Furthermore, on occasion, other State educational institutions (e.g., St. Mary’s College, Morgan State University, Baltimore City Community College) may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions. Proposers must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.

**END OF SECTION I**
SECTION II: GENERAL INFORMATION FOR PROPOSERS

A. PURPOSE

The purpose of this RFP is to provide information to Proposers interested in preparing and submitting proposals to meet the requirements for creating the Columbus Center website and redesigning the IMET website as described herein. Proposals will be received for the services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

B. GENERAL INFORMATION FOR PROPOSERS

1. Proposals must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.

2. Each proposer must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.

3. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate proposers for proposal preparation expenses.

4. The University reserves the right to award a contract based upon the proposals received without further negotiations. Proposers should therefore not rely on having a chance during negotiations to change their offer.

5. Before the award of a contract, UMBC may require the proposer to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the proposer.

C. ADDENDA TO THE RFP

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. The Addendum will be distributed directly to the firms on record for this solicitation. Reasonable efforts will be made to avoid the identification of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.
RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL. An “Acknowledgement of the Receipt” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all Proposers submitting a proposal.

D. CANCELLATION OF THE RFP

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

E. ORAL PRESENTATION/INTERVIEW SESSION

Proposers who submit proposals will be required to make individual presentations to University representatives in order to discuss their proposals. (See Section IV, Item C-2, for further details.)

F. INCURRED EXPENSES

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

G. ECONOMY OF PREPARATION

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

H. ACCEPTANCE OF TERMS AND CONDITIONS

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

I. PROCUREMENT REGULATIONS

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

J. MULTIPLE PROPOSALS

Proposers may not submit more than one proposal.
K. **ALTERNATE SOLUTION PROPOSALS**

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

L. **TELEGRAPHIC/FACSIMILE PROPOSAL MODIFICATIONS**

Proposers may modify their proposals by facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the University prior to such time and, provided further, the University is satisfied that a written confirmation of the modification with the signature of the proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the University until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.

M. **CONTRACTOR RESPONSIBILITIES**

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

N. **PUBLIC INFORMATION ACT**

Proposers must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, Part III, Title 10, State Government Article, Annotated Code of Maryland.

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

O. **MINORITY BUSINESS ENTERPRISE NOTICES**

State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation.
P. **ARREARAGES**

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

Q. **TAXES**

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

R. **RFP RESPONSE MATERIALS**

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

S. **DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

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

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

T. **MARYLAND PUBLIC ETHICS LAW, TITLE 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, State Government Article, SS 15-502.
If the bidder/Proposer has any questions concerning application of the State Ethics law to the bidder/Proposer's participation in this procurement, it is incumbent upon the bidder/Proposer to see advise from the State Ethics Commission; The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll free phone number 877-669-6085, or see the website ethics.gov.state.md.us.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/Proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics law. The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the proposer or any State of Maryland employee in connection with this procurement.

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

V. JOINT VENTURE PROPOSERS

If a proposal is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the State unless it is disclosed in the proposal. Reasonable evidence satisfactory to the State of the authority of one partner to bind the other purported partner(s) must also be given in the proposal. It is recommended that the proposal contain a copy of the partnership agreement, of one exists. If no partnership agreement exists and if the number of general partners is reasonably small, each general partner must execute all required documents, including proposals. At the State’s option all general partners may be required to sign the proposal. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for finding a proposal unacceptable.
W. PAYMENTS BY ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Proposer agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (‘‘EFT’’) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 for can be downloaded at:

http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf

END OF SECTION II
COLUMBUS CENTER/IMET WEBSITE DESIGN AND MAINTENANCE CONTRACT
RFP # BC-20971-P

SECTION III: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A. BACKGROUND:

The Columbus Center (CC) is a University of System of Maryland (USM) collaborative research center located in the Inner Harbor of Baltimore, Maryland. The University of Maryland, Baltimore County is responsible for the management and operations of the CC, on behalf of the USM. The CC houses many USM entities, as well as external commercial companies. The main occupant of the CC is the USM’s Institute of Marine and Environmental Technology (IMET), which was formed in 2010. IMET is a joint University System of Maryland research institute capitalizing on the strengths of the University of Maryland Center for Environmental Science, the University of Maryland Baltimore County and the University of Maryland Baltimore. IMET utilizes the research, training and technology transfer capabilities of these partner institutes to further its mission. The scientists at IMET conduct marine and environmental research and thereby create technologies designed to foster the protection and restoration of coastal marine systems and their watersheds, sustainable use of their resources and improvement of human health. IMET’s work includes the use of aquaculture and genomics to foster conservation and creation of marine resources, including marine bioenergy; environmental sensor development; environmental remediation; developmental biology; marine biomedicine; molecular and cellular systems and sustainable urban ports and ecosystems.

B. SCOPE OF WORK:

1. Goals.

A key goal for this project is to create a functional, attractive, and adaptable website that can help us deliver to a wider audience the quality content that we already produce. We also seek an enhanced platform for expanding our public engagement in creative ways; effective engagement is a core part of our mission, and the website is a vital tool for that purpose.

Other main goals for the website include:

a. We want to create a user friendly website for the Columbus Center for potential tenants and potential event rentals, which also contains a secure (login requires) portal for current University occupants and tenants.

b. IMET currently has a website (www.imet.usmd.edu). We want the IMET website to look much better than it does now, and we want users to be able to find relevant information on IMET mission and research more quickly and easily.
c. Both the new CC website and revamped IMET website must be mobile friendly upon delivery.

d. We want more people to see our information in effort to increase IMET’s exposure to the marine and environmental research world, and create collaborations, nationally and internationally.

e. We want to control costs of this project while achieving our goals and a quality result.

2. **Contractor Responsibilities:**

a. The successful contractor will be responsible for designing, planning, and implementing the new website, including creating the style, visual branding, and website templates. The redesigned website must be more visually attractive and fresh looking than the existing one (for IMET), with a much clearer and easy-to-use navigation and site architecture. We want the website to serve two major, different audience groups well: casual, occasional visitors, whom we want to entice to explore the site, and more-frequent visitors seeking specific information about specific CC and IMET facilities and programs.

b. The graphic design must establish strong and clear branding for the Columbus Center and IMET. Each website will have a consistent visual theme that uses an engaging palette of colors, incorporates our existing logos, and accomplishes a pleasing aesthetic without the use of Flash or other proprietary tools or plugins that might hinder accessibility.

c. The contractor will not create new content for the site. For the CC website, UMBC/CC will create/provide the content, since there is not a current website. For the IMET website, most of the content on the redesigned site will be transferred from the old site, and, for cost savings, IMET may opt to carry out all of this transfer. IMET may also create some new content for the redesigned site.

d. The new websites will be built on a Content Management System (CMS) developed by a broad user community and preferably open source. The website design should be based on a fluid grid that will allow us to transition to a responsive web design at some point in the future. The CMS should allow content to be displayed equally well at different widths and different platforms, and should be mobile friendly. The CMS will allow for a diverse set of multimedia offerings to engage and inform viewers – videos, narrated slideshows, podcasts, for example – and will allow UMBC to diversify and enhance the site over time, including by building micro-sites. The CMS will display related content on site pages dynamically.

e. We will measure the success of this project in several ways. One is web metrics including increased hits, unique visitors, time on site, and downloads of our free content. We also want to increase the number of related websites
that link to ours. Another metric will be more and better word-of-mouth feedback (buzz) from key constituents.

3. **Our Key Messages**

To summarize, the CC and IMET websites and homepages should succinctly convey the following messages about each:

a. CC Website:
   i. CC is an attractive, state of the art facility for potential new tenants looking to lease space in the Inner Harbor.
   ii. CC has an aesthetically pleasing facility available for rental for small and large events, conferences, and the like.

b. IMET Website:
   Our website is a primary resource for a variety of people who are interested in marine and environmental technologies designed to foster the protection and restoration of coastal marine systems and their watersheds, sustainable use of their resources and improvement of human health.

4. **Our Key Audiences**

We want the CC and IMET websites to reach and engage a variety of audiences including the ones listed below, with no group prioritized. We lack detailed survey information about the users of our website; our available information suggests that no single type of audience predominates.

a. CC Audiences:
   i. Commercial Entities who want to lease office and/or lab space in the Inner Harbor of Baltimore.
   ii. Associations, Organizations, and Event Coordinators in search of an aesthetically pleasing and state of the art facility available for event rentals, from small meetings to large conferences or symposiums.
   iii. Existing tenants of the CC who need to access CC relevant facility and building operations information.

b. IMET Audiences:
   i. Researchers who want to learn about relevant research as well as research priorities of IMET.
   ii. Graduate and undergraduate college students who want to learn about and apply for marine science fellowships, to learn about research and education opportunities, and to understand IMET’s research priorities.
   iii. Government officials (e.g. policy makers, natural-resource managers, and land-use planners) who can use our syntheses of scientific information to foster the protection and restoration of coastal marine
systems and their watersheds, sustainable use of their resources and improvement of human health.

iv. Many constituents interested in improving the Bay’s water quality, coastal marine systems and their watersheds by learning techniques to reduce the runoff of polluted storm water into Bay tributaries and improve human health; these include homeowners, landscapers, nonprofits, businesses, and policy makers.

v. Industry representatives who seek new production techniques and other coastal information that can boost their bottom lines and help grow jobs in Maryland.

vi. School teachers who seek useful curricular resources and other assistance to help them incorporate environmental science and the Bay’s significance into their curriculum.

vii. Other citizens with a general interest in coastal resources and the Chesapeake Bay who seek interesting, relevant news and information in a variety of formats.

5. Proposed Site Structure

*Navigation for CC Information (e.g. ‘About’)*
- Welcome
- History of the CC
- Current Operations
- Directions
- Employment

*Navigation for CC Leasing Information (e.g. ‘Space’)*
- Information about Leasing Space @ the CC
- Amenities

*Navigation for CC Event Rentals (e.g. ‘Event Rentals’)*
- General Event Rental Information
- Rooms Available for Rent
- Amenities
- Rental Rates

*Navigation for CC Staff Directory (e.g. People)*
- CC Operations

*MyCC password protected portal*
6. **Matrix**

The Contracting Approach and Scope of Work Matrix (APPENDIX A) must be completed and submitted with the Technical Proposal.

C. **INSURANCE**

The following conditions for insurance must be met by the Contractor:

1. The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer. Approval of insurance required of the contractor will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

2. The successful Contractor shall secure, pay the premiums for, and keep in force for the life of this Contract, and any renewal thereof, adequate insurance as provided below, adequate insurance to specifically include liability assumed by the Contractor under this Contract.

   a. Commercial General Liability Insurance including all extensions:
      $2,000,000 each occurrence;
      $2,000,000 personal injury;
      $2,000,000 products/completed operations;
      $2,000,000 general aggregated
      $2,000,000 errors and omissions

   b. Workmen’s Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

   c. Contractor’s bodily injury liability insurance, with limits of not less than $500,000 for each person and $2,000,000 for each accident.

   d. Property damage liability insurance with a limit of not less than $2,000,000 for each accident.

   e. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than $1,000,000 for each person and $2,000,000 for each accident, and property damage liability insurance, with a limit of not less than $2,000,000 for each accident.

   f. All policies for liability protection, bodily injury or property damage must specifically name on its face, the “University of Maryland Baltimore County” as an additionally named insured with respect 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
damage under item F1 above, such insurance shall cover and not exclude
Contractor’s liability for injury to the property of the University of
Maryland Baltimore County and to the persons or property of employees,
students, faculty members, agents, officers, regents, invitees or guests of
the University of Maryland Baltimore County.

g. Each insurance policy shall contain the following endorsements: “It is
understood and agreed that the Insurance Company shall notify the
Procurement Officer, in writing forty-five (45) days in advance of the
effective date of any reduction in or cancellation of this policy.” A
certificate of each policy of insurance shall be furnished to the
Procurement Officer. With the exception of Workmen’s Compensation,
only upon the request of the Procurement Officer a certified true copy of each
policy of insurance, including the above endorsement manually
countersigned by an authorized representative of the insurance company,
shall be furnished to the Procurement Officer. A certificate of insurance
for Workmen’s Compensation together with a properly executed
endorsement for cancellation notice shall also be furnished. Following the
notice of Contract award, the requested Certificates and Policies shall be
delivered as directed by the Procurement Officer. Notices of policy
changes shall be furnished to the Procurement Officer.

3. **Additional information:**

The awarded firm(s) will provide all endorsements from the insurer itself (rather than the
agent); and there will be a request to see all coverage declaration pages together with all
endorsements (to confirm compliance with the coverage requirements.)

* * * *

**A CERTIFICATION LETTER FROM THE INSURER (RATHER THAN THE AGENT) THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT MUST BE PROVIDED WITH THE TECHNICAL PROPOSAL.***

**END OF SECTION III**
SECTION IV: EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

All Proposers’ proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation and Selection Committee to review and rate the proposals. The Committee shall be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Committee may request additional technical assistance from any source.

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a firm’s proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The proposer must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

C. EVALUATION OF PROPOSALS

1. Initial Technical Evaluation: Technical Proposals will be evaluated by the University's Evaluation and Selection Committee before Price Proposals are reviewed. Those Technical Proposals not achieving at least 75% of the technical points available for Technical Phase will not continue or advance further in the procurement process. Proposers whose technical proposal achieves the required, minimum technical score of 75% or better of the available technical points will continue in the procurement process.

Technical scoring will be based upon information provided in response to the desirable items in this RFP.

Upon completion of the technical evaluation, all Proposers will be notified as to the results of the technical evaluation of its firm’s technical proposal.

2. Oral Presentation/Interview Session: Only those Proposers whose technical proposals are deemed susceptible for award in the Initial Technical Evaluation will be requested to participate in an interview with the University. The date and time for these sessions will be set upon completion of the initial technical evaluation; however, it is anticipated that the Interviews will be conducted on Tuesday, July 7, 2015 between the hours of 9:00 a.m.-4:00 p.m.; so proposers are advised to set this date and time aside on the applicable
calendars accordingly so as to avoid any conflicts. **This date is not anticipated to change.**

The purpose of the Oral Presentation/Interview Session includes the following:

(i) To allow the University to meet the Proposer’s Contract Representative;

(ii) Discuss selected categories of the Proposer’s Technical Proposal;

(iii) To allow the Proposer to convey its interpretation and understanding of the services required;

(iv) To provide an opportunity to clarify the scope of services for this engagement; and,

(v) To review the Price Proposal form.

Each proposer will be required to have the Contract Representative available.

3. **Second Technical Evaluation:** Following the Oral Presentation, a Second Technical Evaluation will be conducted by the University's Evaluation and Selection Committee. Those firms whose technical proposal maintains the required minimum technical score of 75% or better of the available technical points will continue in the procurement process. Those firms that do not meet the minimum 75% technical score will not continue or advance further in the procurement process.

Upon completion of the Second Technical Evaluation, all proposers will be notified of the status of their firm’s status.

4. **Price Proposal Phase:**

Only those Proposers who are deemed to be susceptible of award after completion of the Second Phase Technical evaluation will be requested to submit a Price Proposal. The final Price Proposal form will be provided to Proposers by addendum. **Appendix B** contains a sample price proposal form. **One (1) original set and two (2) copies [for a total of three (3) sets] of the Price Proposal is anticipated to be due on or about Monday, July 13, 2015 by 2:00 p.m. to the Issuing Office.**

D. **MINIMUM TECHNICAL SCORE**

Proposers must achieve a minimum technical score of 75% of the total points available for the technical evaluation in order to be considered for further evaluation. Proposers not achieving this minimum technical score will not be considered for the award.

E. **FINANCIAL EVALUATION**

The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer
will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points. **Price Proposals will not be opened publicly.** Price Proposals will be evaluated based on the best total price to the University.

F. **FINAL RANKING AND SELECTION**

The resulting scores from the technical and price evaluation of proposals will be used as a guide in determining the successful proposer(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures. **Technical merit will be given a greater weight than cost in the final ranking.**
COLUMBUS CENTER/IMET WEBSITE DESIGN AND MAINTENANCE CONTRACT
RFP # BC-20971-P

SECTION V:
INFORMATION REQUIRED IN VENDOR PROPOSALS

TECHNICAL PROPOSAL
The criteria for the Technical Proposal should be prepared in a clear and precise manner. It should address all appropriate points of this RFP except financial information. The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below in Items #B through #E, in order from most important to least. Each committee member will score the proposals on each major criterion. This volume consists of and must contain the following sections:

A. Transmittal Letter
B. Contracting Approach and Scope of Work
C. Portfolio/Work Samples
D. Key Personnel
E. Company Profile
F. Bid/Proposal Affidavit
G. Insurance Certificate (or letter from broker)
H. Acknowledgement of Receipt of Addenda (if any)

A. TRANSMITTAL LETTER
A transmittal letter prepared on the vendor’s business stationery should accompany the Technical Proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial offers, contained in the proposal. The letter should include a contact name and telephone number should we need additional information.

B. CONTRACTING APPROACH AND SCOPE OF WORK MATRIX: The proposer should provide all requested information in sufficient detail to show their comprehension of the requirements and ability to provide some. The Matrix is found in Appendix A.

C. PORTFOLIO/WORK SAMPLES/REFERENCES: The proposer should submit a portfolio containing at least four (4) projects comparable to the size and scope of the Columbus Center and IMET’s websites. The projects should highlight and emphasize websites that showcase science or the environment, for a higher education, government or nonprofit organization. Each project should clearly identify the client, a contact name and telephone number, and who from your firm served as the Contract Representative.

At least three (3) references for clients on prior web design projects must be provided. Each reference must include: the URL(s) of web site(s) created for the customer, providing references and information as to the extent of the proposer’s involvement in the creation of the website, description of the services provided. If a subcontractor was used for any portion of this project, describe the tasks performed and % of the total project.
The references should demonstrate the following capabilities of the proposer:

- Graphic design proficiency
- Proficiency in XHTML, HTML, CSS, JavaScript, DHTML, AJAX, and dynamic content delivery
- Proficiency in php and MySQL: Experience in developing useful, scalable, and maintainable websites.
- The Proposer used the CMS it is recommending for UMBC in web designs of at least some of the references provided.

References should be within the past three (3) years.

D. **KEY PERSONNEL:**

D.1 The Contract Representative is defined as the University's primary point of contact on a day-to-day basis who will manage the project for the Contractor. Complete the "Key Personnel Form" (found in Appendix A) on the person proposed for the Contract Representative for this project inclusive of their qualifications, number of years with the firm, and prior experience relevant to this contract.

D.1.1 Provide three (3) references (preferably those provided in C.1 above) for the Contract Representative. Such references must be able to comment on this person's performance in the role assigned in this proposal. All references will be held in the strictest confidence.

The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. Such references will be held in the strictest confidence.

D.2 **Project Staff:** Complete the “Project Staff” Form (found in Appendix A) with a list of the staff and/or subcontractor(s) who would be assigned to the project, their qualifications and the tasks they will perform on this project. If a subcontractor will be used, please indicate same on the Project Staff form, and provide a resume and a complete description of the tasks that will be performed by the subcontractor. A reference must be provided for the subcontractor.

E. **COMPANY PROFILE:**

Complete the Company Profile Form found in Appendix A. Please note: If the Proposer is a local office of a parent company, the information is to be provided on the local office only who will be managing this contract not on the parent organization, unless the parent organization is the Proposer.

F. **BID/PROPOSAL AFFIDAVIT (Appendix A)**

G. **INSURANCE CERTIFICATE (OR LETTER)**
H. ACKNOWLEDGE OF RECEIPT OF ADDENDA (Appendix A):

In the event addenda to this solicitation are issued prior to the due date and time for proposals, this form must be completed and enclosed with the Technical Proposal.

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

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

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

PRICE PROPOSAL

Following completion of the Technical Evaluation phase, those proposers that achieved a minimum of 75% or better of the technical score, will be requested, via Addendum, to submit a Price Proposal Form. This volume must be submitted in a sealed envelope. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL". It must contain the following:

1. **Price Proposal Form:** Complete the Price Proposal Form in Appendix B. The Price Proposal shall be filled out completely in ink or typed. Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. **Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.**

2. **Price Proposal Due Date/Time:** The due date and time for the Price Proposal is anticipated to be on or about **Monday, July 13, 2015 at 2:00 p.m.** The due date will be confirmed in the Addendum. **Price Proposals will be opened privately.**

SUBMISSION

Proposers must submit the required number of copies of his/her proposal by the closing time and date specified in the RFP: Section - Item E (Technical Proposal), and Section IV Item C4 (Price Proposal).

END OF SECTION V
VI. APPENDICES

APPENDIX A – TECHNICAL PROPOSAL FORMS

APPENDIX B – PRICE PROPOSAL FORM

APPENDIX C – SAMPLE CONTRACT FORMS
APPENDIX A

TECHNICAL PROPOSAL FORMS

Contracting Approach and Scope of Work
Key Personnel /Project Staff
Company Profile
Bid/Proposal Affidavit
Acknowledgement of Receipt of Addenda (if any)
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APPENDIX A

CONTRACTING APPROACH & SCOPE OF WORK

Proposers are to provide the information requested in the following Matrix.

Priority / Response Code:
M   Mandatory Requirement – Items that the Proposer must meet in order to qualify for the contract.
D   Desirable Requirement – Items that UMBC would like to have. The Proposer should provide a description/explanation of how they would provide this service/functionality.
/C  Contractor must “Confirm” agreement to this requirement
/E  Contractor must explain how their solution meets this requirement. If additional space is required, and an attachment provided, the appropriate space in the matrix must indicate “see Attachment…” and the attachment is to refer to section and corresponding “item #” in the matrix to which it applies.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Priority</th>
<th>Respondent Comments</th>
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<tbody>
<tr>
<td>I.</td>
<td><strong>OVERVIEW</strong></td>
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<tr>
<td>1.</td>
<td>Deliverable: Contractor to design and build websites for the CC and IMET. The website must meet the goals in Section III, B. Scope of work, according to the following requirements in the Scope of Work matrix.</td>
<td>M/C</td>
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<td>2.</td>
<td>The Point of Contact and Project Manager (post award) will be The Columbus Center Operations, Director of Administration. The Director of Administration will be available for consultation with the contractor on an ongoing basis. The Director and additional CC and IMET staff members will review the webpage designs, information architecture, and usability. The Director of Administration will be solely responsible for giving final approvals. In-person and electronic communication will be at least weekly and more frequently as needed.</td>
<td>M/C</td>
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</table>
3. Client-vendor meetings: Contractor will be required to attend at least two on-campus site visits at the CC in Baltimore, Md., to discuss and manage this project. Contractor must include all travel costs in pricing the financial proposal. UMBC suggests these two meetings be:
   - A kick-off development planning meeting to brainstorm design and approaches
   - A meeting for the contractor to train CC and IMET staff to use the CMS and the finished website

UMBC also requires vendors to hold additional monthly meetings through videoconference or conference call, for example, to discuss the vendor’s proposed graphic designs for the webpages.

*The Contractor should provide the number of on-campus meetings it will commit to having at the CC.*

4. Intellectual Property: All works developed for UMBC CC and IMET in connection with this contract are the exclusive property of UMBC CC and IMET, and the USM. All style sheets and theme modifications must be clearly documented, and shall be the property of UMBC. Any original content created for the site will also become the property of UMBC, including (but not limited to) relevant graphical material, photos, and art. Any imagery supplied by UMBC will remain the property of UMBC, and no rights are granted to redistribute supplied material beyond the requirements of this project.

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<tr>
<th>II. TIMELINE</th>
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<tr>
<td>1. Timeline: Contractor must provide and adhere to a detailed timeline for project from initial review of web pages through testing and acceptance. The University anticipates making an award in late July/early August, 2015. UMBC proposes that the project be completed within seven months, according to the following timeline:</td>
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<td>- Within six months after the contract award date, the contractor will complete providing all finished templates and content to UMBC.</td>
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<td>- The testing phase will last an additional month (i.e. month 7); the contractor will make all adjustments required for UMBC to launch the website by the end of month 7.</td>
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<td><strong>In its response, the Contractor should provide a detailed, proposed timeline.</strong></td>
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</table>
2. Status reports: Status reports and milestones must be provided to UMBC’s Director of Administration for the Columbus Center or designee on at least a weekly basis.  
   *In its response, the Contractor should indicate its methods of keeping UMBC up to date on website progress.*  

### III. INFORMATION ARCHITECTURE, NAVIGATION, GRAPHIC DESIGN, AND PAGE TEMPLATES

1. Assess needs: Contractor will assess UMBC’s requirements and objectives to determine how best to meet the goals in Section III, B. Scope of Work for the creation of the CC website. Contractor will also assess IMET’s current website and UMBC’s requirements and objectives for the IMET website to determine how best to meet the goals in Section III, B. Scope of Work.  

2. Model websites of other organizations that will serve as a guide for the look and functionality of the CC and IMET’s website are: MD Sea Grant College: [http://www.mdsg.umd.edu](http://www.mdsg.umd.edu); Chesapeake Bay Program: [http://www.chesapeakebay.net](http://www.chesapeakebay.net); Pittsburgh Convention Center: [http://www.pittsburghcc.com](http://www.pittsburghcc.com); Columbus Convention Center: [http://www.columbusconventions.com](http://www.columbusconventions.com)  

3. Information Architecture & Navigation: Contractor will be required to submit for UMBC’s approval a site plan and information architecture that demonstrates navigation and flow through the website as well as page hierarchies. UMBC desires a clean, uniform, and organized design with minimal clutter of pages. We expect the contractor to make suggestions that will help us achieve this. Site map and navigation may be adapted from UMBC’s drafts in Appendix A, which UMBC offers as a starting point for the Columbus Center website. For the IMET website, please see [http://www.imet.usmd.edu](http://www.imet.usmd.edu).
4. Web page types and production process: UMBC requires the types of web pages listed below. We require up to three rounds of revisions for the graphic design of these pages and up to two rounds of revisions for wireframes (drawings of layout and navigation flow.) Paper layouts are acceptable; functional HTML comps are not required. UMBC must approve the wireframes and graphic designs for all pages before contractor builds any page templates.

    (a) 4 graphic design templates:
        • CC home page
        • CC content page
        • IMET home page
        • IMET content page

    (b) Provide customizable design choices to vary the functionality of the content page (i.e., but NOT to vary the main header or navigation sections). These variations should allow us to change headers, choose single or multiple columns, add plug-ins for slideshows and videos, and choose which elements of the page will be visible. Below are some of the pages we would like to create:
        • Article/single-topic page
        • Video and/or photo gallery
        • Index page (e.g. search results)
        • Blog page
        • News page
        • Publication highlight page

In its response, the Contractor should provide examples of page design prototypes (mock ups) and wireframes that they have previously created for different kinds of webpages for other clients. The samples should demonstrate a range of technological and design innovations. Work provided does not need to be delivered or final work. Be sure to provide an hourly rate for any additional revisions in the space provided on the Price Proposal Form.

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<tr>
<td>5.</td>
<td>Page templates: Contractor will code page templates of all UMBC-approved page designs.</td>
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<td>6.</td>
<td>Logo: The existing USM, UMBC, CC and IMET logos will be used in the graphic design and for site branding. A new logo is not required.</td>
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<td>7.</td>
<td>Fonts: As part of the graphic design, contractor must suggest consistent, readable fonts that are available and work well on most browsers and platforms. UMBC may request adjustments before approving final font selections.</td>
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| 8. | Bottom of page: The page bottom must include links to at least the following content:  
- Copyright/Terms of Use  
- Privacy Policy  
- Feedback  
- Address, funding acknowledgment  
Contact us | M/C |

### IV. TRANSFER & RESTRUCTURING OF CONTENT

1. Transferring Content: UMBC will provide all content to be added to the CC website. UMBC, UMB and UMCES employees will transfer all content from the current IMET website to the new website, and will develop all new and revised content for the sites.

### V. BUILD, FUNCTIONALITY, AND SYSTEM

1. System: The Content Management System (CMS) and technology (referred to here as “the system”) used to build and run the website must be supported by an active and diverse community of users. UMBC prefers use of Wordpress but will entertain proposals of other software platforms that may be more user friendly and efficient. The proposed system should provide our site maintainers and editorial staff with intuitive, easy-to-use user interfaces. Design and implementation must conform to industry standards for openness and interoperability with other software applications, databases, and platforms.

UMBC also requires the development of page templates that use a fluid grid system compatible with a responsive web design in the CMS, one that will display well on all browser platforms, including mobile. We are not requesting a responsive website design, but we would like a CMS and web design that will allow us to modify the website to include a responsive website design in the future.

The Content Management System must allow UMBC to tag content and display lists of related content dynamically on pages. The contractor will propose a CMS type for this project that effectively supports the goals and desired functionality outlined throughout this scope of work.
In its response, the Contractor should describe why the proposed CMS is the appropriate choice given the goals and scope of this project. The contractor’s project portfolio should include some projects built using this CMS, and UMBC prefers references from those clients. Please identify those projects and clients accordingly.

2. Hosting: The existing IMET web site is hosted on one of UMBC’s own servers. UMBC prefers to host both the CC and IMET website pages on a remote site. The University of Maryland supports only certain approved technologies for web hosting, and the contractor’s recommended CMS may not be compatible with them. If portions of the contractor’s proposed system are not supported by the University of Maryland’s hosting services, the contractor must recommend at least two suitable hosting solutions. University of Maryland Webhosting supports these levels of PHP:
   - PHP Version 4.4.9 or 5.2.8 (configured on a site-wide basis)

   See University of Maryland Webhosting for more information about its support policies: [http://www.webhosting.umd.edu/](http://www.webhosting.umd.edu/)

3. Accessibility: Design and implementation must be compliant with current accessibility standards. Sites must be accessible for the visually impaired as per Section 508 of the Rehabilitation Act and W3C.

4. Browser and Browser Support: As explained by the Yahoo! Developer Network, design and implementation must be compatible with current version and at least two prior versions of all major browsers (e.g. Microsoft Internet Explorer, Mozilla Firefox, Safari, & Google Chrome.) The website must use progressive enhancement and graceful degradation to maintain functionality, branding, and appearance regardless of the browser, operating system, and device that the visitor uses (per [http://developer.yahoo.com/yui/articles/gbs/](http://developer.yahoo.com/yui/articles/gbs/)). The website must use the latest capabilities of modern web standards; the contractor must use HTML5 and CSS3 standards where possible.

5. Mobile-Friendly: All of the CC and IMET web pages must display appropriately on mobile devices at the time of delivery.

   In its response, the contractor should explain how the website will appear on a mobile device.

6. Javascript: CMS must include a module allowing UMBC to insert javascript files into page templates.

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<tr>
<th></th>
<th>Requirement</th>
<th>Evaluation</th>
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<tbody>
<tr>
<td>7</td>
<td>Speed: Design and implementation must result in satisfactory (industry standard) speed of response for all pages. The home pages, static display pages and dynamically displayed pages should score at least an 85 from Google Page Speed. (<a href="http://pagespeed.googlelabs.com/">http://pagespeed.googlelabs.com/</a>)</td>
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| 8 | Site Permissions/Privileges: The system will offer UMBC the ability to create different site maintainer roles with assigned privileges to perform certain tasks, for example: allowing editorial staff to create, edit, and publish articles, and to upload and post multimedia files through a WYSIWYG interface. The system must allow for HTML editing by UMBC’s IT workers.  
*In its response, the contractor should provide screen shots of the proposed user interfaces. UMBC prefers that the screen shots come from one of the contractor’s past projects.* | M/E        |
| 9 | Password/Log In Protected Portal (MyCC): The system will have a web-based password protected portal that requires a login and password to access it, which will make the information not available for public view without a login. The login page must include “Forgot Your Password?” and “Change Your Password” features. | M/C        |
| 10 | Embed graphics and maps: The system must allow for imbedding simple maps and graphics from third-party providers like Google Maps, e.g. ([http://maps.google.com/support/bin/answer.py?answer=72644](http://maps.google.com/support/bin/answer.py?answer=72644)) | M/C        |
| 11 | Embedding multimedia content: The system must allow for imbedding videos, podcasts and slideshows from third parties, e.g., YouTube or Vimeo videos. | M/C        |
| 12 | Social media: The design for the CC and IMET’s website must include a widget to imbed our Twitter feed. | M/C        |
| 13 | Carousel: Both the CC and IMET websites home pages must feature a rotating carousel containing photos and links. | M/C        |
| 14 | Embeds in page templates: The page templates must allow for imbedding images on article pages; wrapping text around them; linking from the imbedded images to other pages; and opening images as separate windows on the page. The templates will also allow for server-side includes. | M/C        |
| 15 | Site Search: A search function is required. We strongly prefer full text search of all site content as opposed to keyword searches. We prefer a search function that offers users the option of sorting results by most recent or most relevant.  
*In its response, the contractor will describe its proposed search solution. Please provide a separate price for full-text search of all site content.* | M/E        |
<p>| 16 | User Comments: Website users must be allowed to enter comments on selected pages. System must give UMBC ability to screen, approve, and delete | M/C        |</p>
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<tr>
<td>17.</td>
<td>RSS feeds: Website users must be able to sign up for RSS feeds for news and new content posted.</td>
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<tr>
<td>18.</td>
<td>Semantic, Well Structured Code; Documentation; and Testing: All templates and code must be semantic, robust, fully documented, and tested according to CSS, HTML and XHTML standards, including working drafts of HTML5 and CSS3 standards. The website should maintain its functionality, branding, and appearance regardless of the browser, operating system, and device that the visitor uses.</td>
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<tr>
<td>19.</td>
<td>Source code: All source code must be human-readable and formatted with whitespace and commenting.</td>
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<tr>
<td>20.</td>
<td>Menus: Hover-activated text-based menus styles through CSS are preferable to image-based. Flash or other proprietary technology-based menus are not acceptable. Breadcrumbs and context-specific navigation menus may be provided on interior pages in order to allow users to easily view relevant/related content; contractor should advise UMBC on the best ways to achieve clear navigation.</td>
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</table>
*In its response, the contractor should describe the methods they will employ to ensure the website is search engine optimized.* |
| 22. | Titles, Meta Descriptions and Meta Keywords: The system must allow the site maintainers to create custom titles, meta descriptions, meta keywords, and custom HTML tagging for each webpage. Solutions must permit custom HTML tagging without manual editing of page source code. |
| 23. | URLs: The system must use static, keyword-rich URLs, preferably allowing for the creation of custom URLs. |
| 24. | Internal Anchor Text: The system should allow CC and IMET’s site maintainers to customize the anchor text of category-level or global navigation links. |
| 25. | Noindex Admin Pages: All administrator webpages of the system must be marked noindex and nofollow for googlebot, msnbot, bingbot, slurp and robots. All administrator webpages must be password protected. |
| 26. | URL Factory: Should any URL exist that uses parameters, the system must be implemented to always order those parameters in the same order, so as to prevent duplicate URLs leading to the same page. |
| 27. | Duplicate Content: In cases where duplicate content cannot (or should not) be |

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**M/C**

**M/E**

**M/C**

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[Note: The document contains a table with entries for requirements related to website functionality and optimization, including details about RSS feeds, semantic code, menus, search engine optimization, and other technical specifications.]
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<tr>
<td>28.</td>
<td>Bookmarks and Redirecting Pages: Anyone who has bookmarked a current page must still be able to access relevant content on the redesigned sites.</td>
<td>D/C</td>
</tr>
<tr>
<td>29.</td>
<td>Old/Expired Content: Any content that becomes old, outdated, or expired content must be 301 permanently redirected to the most appropriate existing URL. This must work for individual pages or entire directories.</td>
<td>D/C</td>
</tr>
<tr>
<td>30.</td>
<td>XML Sitemap: The system should generate XML sitemaps that adhere to the Sitemap Protocol 0.9 as defined by sitemaps.org and as used by Google. The sitemaps should live in the sites’ root directories, and it should exclude any pages that are listed as nofollow or noindex. (See <a href="http://support.google.com/webmasters/bin/answer.py?hl=en&amp;answer=156184">http://support.google.com/webmasters/bin/answer.py?hl=en&amp;answer=156184</a>)</td>
<td>M/C</td>
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<tr>
<td>31.</td>
<td>Session Tracking: System should allow for Session Tracking. In an effort to avoid duplicate content (from a search engine perspective), the system should allow CC and IMET site maintainers to disable session IDs.</td>
<td>D/C</td>
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</tbody>
</table>
| 32. | Printer-Friendly Pages: The sites should be printer friendly. The sites should not duplicate content (from a search engine point of view) in order to achieve printer-friendliness. 

*In its response, the contractor should provide a reference’s website address that best shows this feature.* | D/E |
| 33. | Google Analytics: The system must include a custom Google Analytics setup to allow future analysis of site visits and user interaction. This custom setup must track outbound links, mailto links, and allow Google Analytics to use hash mark tracking instead of parameter tracking (http://www.lunametrics.com/blog/2009/02/02/hashing-it-out-referral-tracking/) | M/C |
| 34. | Google Web Optimizer: The system should allow UMBC to easily use Google Web Optimizer to test images, buttons, copy text, etc. | D/C |
| 35. | WAI-ARIA Roles: To enhance site accessibility, should use WAI-ARIA roles to identify and navigate page content, as appropriate. | D/C |
| 36. | Spam Prevention: The system must be set up to combat comment, contact-form, and registration-form spam. 

*In its response, the contractor will explain possible tactics to accomplish this.* | M/E |
| 37. | SQL Injection Prevention: The system must be designed to minimize and prevent the insertion of a MySQL statement or similar malicious code from a form or other mode of input to the site. 

*In its response, the contractor will explain possible tactics to accomplish this.* | M/E |
| 38. | PHP Malicious Code Injection Prevention: The system must be designed to | M/E |

*avoided, the canonical link element should be used in the  \textit{<head> section of pages}.*
minimize and prevent hackers from inserting a malicious code due to poorly written PHP and/or file and directory permissions.  
*In its response, the contractor will explain possible tactics to accomplish this.*

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<tbody>
<tr>
<td>39.</td>
<td>Tell-a-Friend Feature: The CC and IMET website should offer a widget that allows visitors to tell friends about the website through one click using e-mail and social media.</td>
</tr>
</tbody>
</table>
| 40. | Pop-up polls: The CMS should include a module allowing CC and IMET to place polls for users in pop-up windows on the website.  
*In its response, the contractor should provide a reference’s website address that best shows this feature.* | D/E |

**VI. TESTING, TRAINING & DOCUMENTATION**

<p>| | |</p>
<table>
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</table>
| 1. | During this phase, the CC and IMET staff will conduct quality assurance testing of the entire website, in consultation with the contractor. This is to demonstrate that all pages perform according to all of the requirements in the scope of work. Preview of website in test environments prior to launch is mandatory.  
*In its response, the Contractor should explain in detail their quality assurance procedures.* | M/E |
| 2. | Contractor to provide initial training on the entire system to up to 10 CC and IMET employees during normal business hours, at the CC in Baltimore, Md.  
*In its response, the Contractor should indicate how this requirement will be fulfilled and the qualifications of the trainer.* | M/E |
3. **Handoff and Site Maintenance:** The vendor shall work with UMBC staff to install the website on the designated server and prepare a handoff packet to be transferred to UMBC that contains:
   - Installation package for site files and content management system files
   - “Read Me” explanatory files describing how to use any customized functionalities
   - Graphics files (in layers and finished product)
   - Required fonts
   - Photos/illustrations
   - Template files
   - Design and production style guides and documentation
   - All style sheets and theme modifications must be clearly documented
   - Technical specifications
   - A sample layered vector file for UMBC to use in creating new interior page mastheads for microsites
   - All original vector source files and unflattened images
   - All other relevant files

### VII MAINTENANCE

1. Following the launch, contractor must provide IMET a minimum of 12 months of maintenance, troubleshooting, and user support. Please propose the number of hours and type of support that can be provided over the 12 months; include response time and level of support.

   There are seven (7) one-year renewal terms available under this contract for annual maintenance and support for the systems.

   *In its response, the contractor should describe its proposed initial 12-month support package, and then its proposed annual maintenance and support package. DO NOT include pricing information in this technical response*

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<thead>
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<th>M/C</th>
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<tr>
<th>M/E</th>
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</table>

END OF FORM
APPENDIX A

COLUMBUS CENTER/IMET WEBSITE DESIGN AND MAINTENANCE CONTRACT
KEY PERSONNEL FORM – RFP # BC-20971-P
Page 1 of 4

1. PERSON'S NAME: _______________________________________________________

2. POSITION TO BE ASSIGNED: ____________________________________________

3. EDUCATIONAL BACKGROUND:

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree/Diploma/Certificates</th>
<th>Major (if any)</th>
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</tbody>
</table>

4. EMPLOYMENT HISTORY*: (*NOTE: If a person has more than three (3) employers in his/her employment history, with relevant experience, please provide complete employment history via supplemental page(s) attached to this form.)

4.1 Current Employer’s Name: ________________________________________________

Dates of Employment: ______________________________________________________

Position Held: ______________________ Dates: ____________________________

Description of role/responsibilities: ________________________________________

__________________________________________________________________________

Position Held: ______________________ Dates: ____________________________

Description of role/responsibilities: ________________________________________

__________________________________________________________________________

__________________________________________________________________________
4.2 Prior Employer’s Name: ________________________________________________
Dates of Employment: ____________________________________________________
Position Held: ________________________________ Dates: ___________________
Description of role/responsibilities: __________________________________________
_______________________________________________________________________
_______________________________________________________________________
Position Held: ________________________________ Dates: ___________________
Description of role/responsibilities: __________________________________________

4.3 Former Employer’s Name: ________________________________________________
Dates of Employment: ____________________________________________________
Position Held: ________________________________ Dates: ___________________
Description of role/responsibilities: __________________________________________
_______________________________________________________________________
_______________________________________________________________________
Position Held: ________________________________ Dates: ___________________
Description of role/responsibilities: __________________________________________
5. **SIMILAR PROJECT EXPERIENCE/REFERENCES:** (Note: It is preferable that these references be from the Project Portfolios. If this is the case, you need only indicate "see attached" under the Description of Contract item. If not the same, provide complete information.)

5.1 Contact Person: __________________________ Telephone #: ______________________

Company Name: ____________________________________________________________________________

Project/Contract Name: ________________________________________________________________________

Dollar Value: $__________________ Project Duration: ______________

Description of contract serviced: ________________________________________________________________
______________________________
______________________________
______________________________

5.2 Contact Person: __________________________ Telephone#: ______________________

Company Name: ____________________________________________________________________________

Project/Contract Name: ________________________________________________________________________

Dollar Value: $__________________ Project Duration: ______________

Description of contract serviced: ________________________________________________________________
______________________________
______________________________
______________________________
5.3 Contact Person: __________________________ Telephone#: ______________________
Company Name: ________________________________________________________________
Project/Contract Name: ________________________________________________________
Dollar Value: $___________________ Project Duration: ______________________
Description of contract serviced: _____________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

6. ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

NOTE: If a Proposer finds the space provided to be insufficient, he/she can attach additional pages to this form as he/she finds appropriate and just indicate on the this form to see “attached pages”.

END OF FORM
Appendix A
COLUMBUS CENTER/IMET WEBSITE DESIGN AND MAINTENANCE CONTRACT
RFP#BC-20971-P

LIST OF PROJECT STAFF

Please provide a list of staff and/or subcontractor(s) who will be assigned to the UMBC contract, including their qualifications and tasks they will perform. (Duplicate this page if needed.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Role</th>
<th>Description of Tasks/work to be performed</th>
<th>License/Certification/Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

END OF FORM
APPENDIX A
COLUMBUS CENTER/IMET WEBSITE DESIGN AND MAINTENANCE CONTRACT
RFP #BC-20971-P

COMPANY PROFILE FORM
Page 1 of 2

The proposer is to define who they are (a brief description of your company and its history, management and ownership structure).

COMPANY NAME: __________________________________________

DATE OF INCORPORATION: __________ STATE OF INCORPORATION: __________

# OF YEARS IN BUSINESS: __________ NUMBER OF EMPLOYEES: __________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

___________________________________________________________

_____________________________________________________________________

NAMES OF PRINCIPAL(S) AND TITLE(S):

_____________________________________________________________

___________________________________________________________

___________________________________________________________

LOCATION OF OFFICE, AND NUMBER OF EMPLOYEES THAT WILL PROVIDE SERVICES TO THE UMBC CONTRACT:

___________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

TYPE(S) OF SERVICES YOUR FIRM PROVIDES:

___________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

COLUMBUS CENTER/IMET WEBSITE DESIGN AND MAINTENANCE CONTRACT
HOURS OF SERVICE/SUPPORT (Are emergency services provided? Explain.)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

PRIOR EXPERIENCE WORKING WITH UMBC? _____Yes  _____No

If yes, briefly describe the project_________________________________________

_______________________________________________________________________

_______________________________________________________________________

ANNUAL VOLUMES:

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
<th>2012</th>
</tr>
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<tbody>
<tr>
<td>Annual Sales Volume</td>
<td>$____</td>
<td>$____</td>
<td>$____</td>
</tr>
<tr>
<td>Percentage of sales in:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Website Development</td>
<td>_____%</td>
<td>_____%</td>
<td>_____%</td>
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<tr>
<td>Website Maintenance</td>
<td>_____%</td>
<td>_____%</td>
<td>_____%</td>
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<tr>
<td>Mobile Application</td>
<td>_____%</td>
<td>_____%</td>
<td>_____%</td>
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<tr>
<td>Development or Maintenance</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROVIDE A HISTORY OF THE COMPANY (if preferred, an attachment to this form can be provided):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

END OF FORM
APPENDIX A

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 or offeror 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 or offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran- owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):
D. AFFIRMATION REGARDING OTHER CONVICTIONS

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

(1) Been convicted under state or federal statute of a 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, controlling stockholders, or any of its employees directly involved in the business’s contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

_________________________________________________________________________________________________________

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

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

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of 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, Election Law Article, §§14-101 – 14-108, 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 in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same 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

(1) "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.

(2) "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.

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

(4) 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):
_________________________________________________________________________________________________________
_______________________________________________________________________________________________________

(5) 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: ______________________

END OF APPENDIX-A
APPENDIX A

RFP NO.: BC-20971-P

TECHNICAL PROPOSAL DUE DATE: FRIDAY, JUNE 5, 2015 AT 2:00 P.M.

RFP FOR: COLUMBUS CENTER/IMET WEBSITE DESIGN AND MAINTENANCE CONTRACT

NAME OF PROPOSER: __________________________________________

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 solicitation documents, this form is to be included in your Technical Proposal.

___________________________
Signature

___________________________
Printed Name

___________________________
Title

___________________________
Date

END OF FORM
APPENDIX B

PRICE PROPOSAL FORM

Price Proposal Form
RFP NO.: BC-20971-P

PRICE PROPOSAL DUE: MONDAY, JULY 13, 2015 at 2:00 P.M.

PROPOSAL FOR: COLUMBUS CENTER/IMET WEBSITE DESIGN AND MAINTENANCE CONTRACT

PROPOSER: ____________________________________________________

Federal Identification Number/Social Security Number: ___________________

PRICE PROPOSAL
Page 1 of 3

Ms. Delores R. Pertee
Department of Procurement Services
University of Maryland Baltimore County
Administration Building, Room 301
1000 Hilltop Circle
Baltimore, MD 21250

Dear Ms. Pertee:

The undersigned hereby submits the Price Proposal as set forth in RFP#BC-20971-P dated 05/21/15 and the following subsequent addenda:

Addendum _____ dated ______
Addendum _____ dated ______
Addendum _____ dated ______

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in the RFP and subsequent Addenda as noted above.

By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the RFP including any issued addenda.

The pricing provided in the following Sections is to include all of the Contractor’s costs to perform the services (i.e. overhead, profit, etc.). No additional compensation will be applicable for these services, unless additional services are requested by the University which are outside of the scope of services specified within this RFP document.

The Contractor’s Proposal can be accepted in whole or part. While it is the intent of the University to award most or all of the requested work as one contract, the University reserves the right to make an award which best serves the interest of the University.
A. PROJECT COSTS:

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<thead>
<tr>
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<th>Columbus Center</th>
<th>IMET</th>
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<tr>
<td></td>
<td>Cost</td>
<td>Estimated # of hours to complete</td>
</tr>
<tr>
<td>1 Software or License Fees</td>
<td>$____________</td>
<td>$__________</td>
</tr>
<tr>
<td>2 Initial installation /configuration/setup cost</td>
<td>$__________</td>
<td>$__________</td>
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<tr>
<td>3 Customer Maintenance Support Year 1</td>
<td>$__________</td>
<td>$__________</td>
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<tr>
<td>4 Mobile Website/Application</td>
<td>$__________</td>
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<td>5 Security Setup</td>
<td>$__________</td>
<td>$__________</td>
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<td>6 Training</td>
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<td>7 Development Cost</td>
<td>$__________</td>
<td>$__________</td>
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<td>8 Transfer of existing data (optional cost)</td>
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<td>$__________</td>
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<tr>
<td>9 Other (Describe/Explain)</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td>$__________</td>
<td>$__________</td>
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</tbody>
</table>

Note: Contracts renewed on an annual basis should include/guarantee in their pricing any development work that is considered adaptive or compliant with emerging mobile application technology.

B. The Proposer should provide cost for annual maintenance (after initial term)

MAINTENANCE HOURLY RATE $______________ per hour
ESTIMATED NUMBER OF HOURS _____________

C. ADDITIONAL DEVELOPMENT/DESIGN $ ____________ per hour
RFP NO.: BC-20971-P
PRICE PROPOSAL DUE: MONDAY, JULY 13, 2015 at 2:00 P.M.
PROPOSAL FOR: COLUMBUS CENTER/IMET WEBSITE DESIGN AND MAINTENANCE CONTRACT

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We understand that the evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

We further confirm that the Contract Representative named within our Technical Proposal will be assigned to the University for the duration of this contract.

The undersigned hereby certifies that he/she is a duly authorized officer of the Proposing Firm and can bind the Proposer to the prices quoted herein.

______________________________________________
Proposer (Company Name)

______________________________________________
Authorized Signature

______________________________________________
Print Name

______________________________________________
Title

END OF PRICE PROPOSAL FORM
APPENDIX C

CONTRACT FORMS

(These forms will be completed with the awarded firm only and are provided here for information)

Contract
Contract Affidavit
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the __ day of _______, 2015, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, a State agency of the State of Maryland (“University”), 1000 Hilltop Circle, Baltimore, Maryland 21250, and ______________ (“Contractor”), for __________, the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on __________, 2014 and terminate on __________, 2015.

2. **SCOPE OF CONTRACT:** The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. __________ and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

3. **COMPENSATION AND METHOD OF PAYMENT:**
   A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor $______________.
   B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is ________________.
   C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. **DELIVERY:** Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement plus applicable expenses, if any.

5. **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.

6. **RESPONSIBILITY OF CONTRACTOR:**
   A. The Contractor shall perform the services with that standard of care, skill and diligence Normally provided by a Contractor in the performance of services similar to the services hereunder.
   B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.

7. **DISSEMINATION OF INFORMATION:**
   A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.

8. OWNERSHIP OF DOCUMENTS AND MATERIALS: The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at anytime during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

9. PATENTS, COPYRIGHTS AND TRADE SECRETS:
   A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
   B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys’ fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.
   C. If any products furnished by Contractor become, or in Contractor’s opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item’s specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

10. DISPUTES: This Contract shall be subject to the provisions of University System of Maryland 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. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

11. NON-DISCRIMINATION IN EMPLOYMENT: During the performance of this contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran’s status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran’s status, genetic information, and/or physical or mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination
clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the University of Maryland Baltimore County (UMBC); and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.

12. **CIVIL RIGHTS ACT 1964**: Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

13. **AFFIRMATIVE ACTION**: The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland’s Executive Order 01.01.1993.16.

14. **CONFLICT OF INTEREST LAW**: It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.

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

16. **INTELLECTUAL PROPERTY**: Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

17. **SOFTWARE CONTRACTS**: [Delete if not applicable and insert “N/A”] As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act (“UCITA”), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Contractor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Contractor.

18. **EPA COMPLIANCE**: Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low
Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.

19. **TERMINATION OF MULTI-YEAR CONTRACTS DUE TO LACK OF 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 State'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 State of Maryland 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 State 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.

20. **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. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If 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.

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

22. **DELAYS AND EXTENSIONS OF TIME**: The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

23. **VARIATIONS IN ESTIMATED QUANTITIES**: [Delete is not applicable - if contract does not contain estimated quantity items.] No equitable adjustment shall be permitted in favor of
either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.

24. **LIQUIDATED DAMAGES:** [To be included where deemed appropriate by the Procurement Officer or insert “N/A”]  
   Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

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

26. **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.

27. **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, as from time to time amended, 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.

28. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate $100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of $500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

29. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

30. **AUDIT:** The University reserves the right to request an independent review of the Contractor’s financial operations and overall contract compliance ("Review"). The Review would be at the Contractor’s expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.

31. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:
   
   A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

32. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
   A. A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the procurement officer; or
   B. A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the procurement officer.
   C. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

33. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding $100,000. It shall be in substantially the same form as follows: or insert “N/A” if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
   A. the wage rates and other factual unit costs supporting the firm=s compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
   B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University’s right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
   C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

34. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. 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, as from time to time amended, are prohibited.

35. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

36. **INDEMNIFICATION:** The University shall not assume any obligations 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.
37. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES:** Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor’s income subject to Maryland income tax by payments made to an affiliated entity or an affiliate’s agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

38. **USE OF CONTRACTOR’S FORMS NOT BINDING ON STATE:**
   A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:
      (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
      (2) not otherwise inconsistent with the Contract Documents.
   B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:
      (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
      (2) the document is executed on behalf of the University by the procurement officer; and
      (3) execution of the document is approved by the procurement authority whose approval is required by law.

39. **ASSIGNMENT:** This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

40. **WAIVER OF JURY:** UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

41. **MARYLAND LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.

42. **FORCE MAJEURE:** If either party’s performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party’s control, then each party’s obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.
43. **SUCCESSORS AND ASSIGNS.** This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.

44. **COMPLIANCE WITH FERPA:** The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended ("FERPA"), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.

45. **SMOKE-FREE CAMPUS:** In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with USM policy, effective, July 1, 2013, UMBC has become smoke-free campus. The campus has provided two designated areas removed from major pedestrian traffic. All existing smoking urns have been removed, and new urns have been placed at each designated smoking area. Permanent smoking shelters will be installed during the fall semester. The two locations will be the Park Road Smoking Area, adjacent to Lots 1 and 3; and the Fine Arts Service Smoking Area, near the Fine Arts Building service area. To ensure that this policy is adhered to, individuals found in violation will be directed to review the smoking policy online at smokefree.umbc.edu. Those violating the policy after that will be subject to a fine. This new policy reflects a national movement to provide healthy, smoke-free environments on college campuses and brings UMBC in line with more than 800 colleges in the United States that are already smoke-free.

46. **RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL:**
   
   A. The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.

   B. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.

   C. The Seller shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
D. The Seller shall ensure that the provisions of this clause apply to its subcontractors.

47. **CONTRACT CONTROLS**: It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.

48. **CONTRACT AFFIDAVIT**: The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.

49. **ENTIRE AGREEMENT**:  
   A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
   
   B. **Headings**: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.
   
   C. **Partial Invalidity**: Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
   
   D. **Notices**: Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
   
   E. **Counterparts**: This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

(Signatures to be placed on the following page)
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor:

_______________________________
Witness

_______________________________
Witness

University of Maryland Baltimore County

(Revised 05/29/14)
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) ___________________________________________________ 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) 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: __________________________________________

Revised January 2013

END OF CONTRACT DOCUMENTS

END OF RFP DOCUMENT