

University of Maryland College Park



Request for Proposal (RFP) No. 162782 For Special Dietary Food Products

Issue Date:	November 13, 2024
Pre-Proposal Conference:	n/a
Deadline for Questions:	November 20, 2024, 8:00 a.m.
Proposal Due Date:	December 11, 2024, 8:00 a.m.

***All times listed are local time, College Park, MD**

Contractors 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 RFP or other communications can be sent to them. Contractors who fail to notify the Issuing Office with this information assume complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

Contractors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Contractor's proposal unacceptable and subject to rejection. Questions and comments may be addressed to the point of contact identified in Section A-1, Item 9 of this document.

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

TABLE OF CONTENTS

SECTION 1

Introduction

Background Information

SECTION 2

Instructions and Notices to Contractors

- 2.1 Issuing Office
- 2.2 Pre-Proposal Conference
- 2.3 Questions
- 2.4 Amendments to the RFP
- 2.5 Submission of Proposals
- 2.6 Due Date and Time
- 2.7 Treatment of Late Proposals
- 2.8 Durations of Proposal Offer
- 2.9 Alternate Proposals
- 2.10 Economy of Preparation
- 2.11 Unable to Propose
- 2.12 Public Information Act Notice
- 2.13 Two Volume Proposal
- 2.14 Cancellation of the RFP
- 2.15 Evidence of Responsibility and Responsiveness
- 2.16 Oral Presentations
- 2.17 Solicitation, Proposal, Acceptance, Award and Discussions
- 2.18 Formation of Agreement/Contract with Successful Contractor
- 2.19 Notice to Offerors
- 2.20 Debriefing of Unsuccessful Proposers
- 2.21 Contract Implementation Meeting

SECTION 3

Evaluation, Award, Contract Formation, Debriefing of Unsuccessful Proposers, Protests and Claims, Contract Implementation Meeting

- 3.1 Evaluation Method
- 3.2 Evidence of Responsibility
- 3.3 Solicitation, Proposal, Acceptance, Award and Discussion
- 3.4 Negotiation
- 3.5 Basis of Award
- 3.6 Formation of Agreement/Contract with Successful Contractor
- 3.7 Debriefing of Unsuccessful Proposers
- 3.8 Protests and Claims

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

3.9 Contract Implementation Meeting

SECTION 4

Requirements

- 4.1 Contractor Data
- 4.2 Contractor Qualifications
- 4.3 Minority Business Enterprise (MBE) Participation
- 4.4 Technical Requirements Matrix/Specifications/Scope of Work
- 4.5 Price Proposal Form

SECTION 5

Proposal and Contract Terms and Conditions

Affidavits

Corporate Diversity Addendum

IT Accessibility Addendum

Sensitive and Secure Data Addendum

Section 889 of Public Law 115-232 Affidavit

Insurance Addendum

Exhibit 1

Attachment 1 Pricing Spreadsheet, for Dining Halls

Attachment 2 Pricing Spreadsheet, for Convenience Stores

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

SECTION 1

Introduction and Background Information

The University of Maryland, College Park (UMD) is the state's flagship university and one of the nation's preeminent public research universities. A global leader in research, entrepreneurship and innovation, the university is home to more than 40,700 students, 14,000 faculty and staff, and nearly 400,000 alumni all dedicated to the pursuit of Fearless Ideas. Located just outside Washington, D.C., we discover and share new knowledge every day through our renowned research enterprise and programs in academics, the arts and athletics. And, we are committed to social entrepreneurship as the nation's first "Do Good" campus.

The University of Maryland, Department of Dining Services is responsible for providing all food and beverage services on the College Park campus. The Department operates over 33 outlets located primarily in five major facilities including some license and franchises. Dining Services serves over five million meals annually with a budget excess of \$80 million.

Food service outlets include food courts, full service restaurants, resident dining facilities, convenience stores, special event, concessions, on and off premise catering and branded concepts including but not limited to; Starbucks®, Taco Bell®, Chic fil A®, Subway, Panera and Qdoba.

Dining Services is a self-operated, self-supporting unit in the Division of Student Affairs, with over 1,000 employees. Units operate daily during the academic school year. Operations are reduced during University breaks and in the summer.

The University is seeking comprehensive proposals from interested Contractors to provide a broad range of special dietary food products for resale in UMD Dining Services retail operations and the Dining Halls. The Contract will include both institutional and retail products that are free of the major nine (9) allergens (soy, dairy, tree nuts, eggs, shellfish, fish, peanuts, wheat, sesame) along with gluten free, vegetarian and vegan products.

In the past, the University of Maryland, Department of Dining Services, purchased approximately \$250,000 of special dietary food products annually.

In adherence with the University of Maryland's strong commitment to sustainability, the Department of Dining Services actively researches and solicits quotes on environmentally preferable goods and services. Environmentally preferable goods and services are those which have a reduced negative effect on human health and/or the environment when compared to comparable products and services. Such goods include, but are not limited to, those which are made from recycled content, conserve natural resources, minimize pollution and the emission of greenhouse gases, reduce the use of water and energy, reduce environmental health hazards to workers and our community, support

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

strong recycling markets, reduce materials that are land filled, increase the use and availability of environmentally preferable products, and are produced locally and/or provide a benefit to the local community.

The University of Maryland is committed to purchasing products that have earned industry approved ecolabels and certifications or that meet the standards said ecolabels and certification programs wherever possible and practical.

The contract term shall commence March 1, 2025. The contract term shall terminate one (1) year after award, unless extended or sooner terminated in accordance with the contract. At the sole option of the University, the contract may be renewed for up to four (4) additional separately exercisable one (1) year term under the same terms and conditions.

SECTION 2

Instructions and Notices to Contractors

2.1 Issuing Office

The sole point of contact at the University of Maryland, College Park (UMCP), for purposes of this Request for Proposal (RFP), is the Issuing Office. The Issuing Office as identified on the Solicitation/Contract Form provided as Exhibit 1 is:

The University of Maryland
Department of Procurement & Business Services
2113-R Chesapeake Building
College Park, MD 20742

All contact throughout the process is to be made in writing, via email, throughout the RFP process with the exception of information received as a result of a Pre-Bid Conference. Responses to inquiries will be made in writing and issued to all known participants. The Point of Contact is

Name	Brennita Johnson
Title	Category Manager, General Goods and Services
Email Address	bjohnson@umd.edu

2.2 Pre-Proposal Conference/Site Visit – Not applicable

2.3 Questions

The Contractor is responsible for carefully reading and fully understanding the requirements, terms, and conditions of this RFP. All contact between Contractors and the University will be made formally at scheduled meetings or in writing through the Issuing Office with the identified Point of Contact.

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

Requests for clarification or additional information must be submitted in writing, via email, to the Point of Contact and received by the Issuing Office **no later than November 20, 2024, 8:00 a.m. EST. These requests are to contain the following subject line: "QUESTIONS: RFP #162782"**. Only written communications relative to the procurement will be responded to. It is incumbent upon the Contractor to verify University receipt of their questions.

All questions will be answered in writing. Questions and answers will be distributed, without identification of the inquirer(s), to all Contractors who are on record with the Procurement Officer as having received this RFP. Oral communications are not to be relied upon for proposal purposes. Any communication received from parties other than the identified Point of Contact are to be considered non-authoritative in nature.

To the extent that a question causes a change to any part of this RFP, an amendment shall be issued addressing such.

2.4 Submission of Proposals

Proposals must be:

- (1) submitted in the designated format
- (2) made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address),
- (3) signed by a person duly authorized to commit Contractor to the proposal, electronic signatures are acceptable
- (4) submitted in files clearly marked with the assigned RFP number and Contractor name as described below
- (5) separated into Technical and Financial volumes, and
- (6) addressed to the Procurement Officer identified as the Point of Contact in the Issuing Office

The Offeror must submit Technical Proposal electronically via 'UMD Box' with the URL as noted, <https://umd.app.box.com/f/d36603a8869c43c88308a1d1fa8322d6>. The file description shall include the proposer's name, RFP number, RFP title, and "TECHNICAL PROPOSAL".

The Offeror must submit Financial Proposal electronically via 'UMD Box' with the URL as noted, <https://umd.app.box.com/f/27044f59f6174edb96fe5f3abbff3cd4>. The file description shall include the proposer's name, RFP number, RFP title, and "FINANCIAL PROPOSAL".

Commingling of technical and financial information or failure to submit the two volumes separately, or as instructed, may result in the proposal being deemed **non-acceptable**. **Submittals deemed non-acceptable will be rejected.**

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

NOTE: PROPOSALS SUBMITTED THROUGH MEANS OTHER THAN IDENTIFIED WILL NOT BE ACCEPTED.

2.5 Due Date

Proposals must arrive at the location identified in Section 2.4 of this document on or before December 11, 2024, 8:00 a.m. EST/EDT as applicable, in the designated format.

Depending upon the subject matter of the RFP, Contractors may be required to submit hard copy proposals. In these instances, Contractors are to allow sufficient time for delivery to ensure timely receipt by the Issuing Office.

Proposals, amendments to proposals, or requests for withdrawal of proposals arriving after the closing time and date shall not be considered.

There shall be no public opening of the proposals. The names of Contractors will not be released until after award.

2.6 Late Proposals

Any proposal, request for withdrawal, or modification of a proposal including a Best and Final Offer (BAFO) that is not received at the designated location at the designated due date and time will be considered late and will be rejected as non-acceptable. Delivery of the proposal to the specified location by the prescribed date and time is the sole responsibility of the Contractor. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal, late modification of a proposal or BAFO is due to the action or inaction of the University. A record of the late proposal, request for withdrawal, modification of a proposal or BAFO will be retained in the appropriate procurement file.

2.7 Duration of Proposal Offer

Proposals will be valid for a minimum of 120 days following the closing date of this RFP. If an award is not made during that period, the proposal will automatically extend for another 120 days, unless the Contractor gives specific written notice to the Procurement Officer at least 15 days before the expiration of the then current 120 day period. Proposals will automatically renew for an additional 120 days until such time as an award is made or proper written notice is given to the University of Contractor's intent to withdraw its proposal. By submission of a proposal, Contractor guarantees that its offer shall be firm for the period specified in this clause.

2.8 Amendments to the RFP

If it becomes necessary to revise any part of this RFP, notice of the revision will be issued in the form of an Amendment to Contractors on record with the Procurement Officer as having received this RFP. All Amendments shall become a part of this RFP. Each Contractor is

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

required to acknowledge receipt of Amendments. Failure of a Contractor to acknowledge any Amendment will not relieve the Contractor of responsibility for complying with the content of the Amendment.

2.9 Alternate Proposals

Alternate proposals shall not be allowed or accepted, nor will they be considered, for this solicitation.

2.10 Economy of Preparation

Each proposal is to be prepared simply and economically, providing a straightforward, concise description of the Contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis is to be placed on clarity of content and providing a complete response.

2.11 Unable to Propose

If Contractor is unable or unwilling to submit a proposal in response to the requirements, Contractor must indicate this in writing to the Procurement Officer on or before the proposal due date. Electronic mail is an acceptable delivery method for submittal of the Contractor's inability to submit a proposal. UMD requests that Contractors who are unable to respond include a brief explanation of the rationale for non-submission of a proposal.

2.12 Public Information Act Notice

Contractors are required to specifically identify those portions of their proposals that they deem to contain confidential, proprietary information, or trade secrets. The Contractor is further required to provide specific justification, with respect to each separate portion identified, as to why the materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

For claims of confidentiality to be considered, Contractors must clearly identify and provide individual justification for each and every section that is claimed to contain confidential, proprietary information or trade secrets. It is **not** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations will not be accepted and may result in a proposal being deemed non-acceptable, at the discretion of the Procurement Officer.

2.13 Cancellation of the RFP

The University may cancel this RFP, in whole or in part, or reject any or all proposals submitted in response to the RFP when such action is determined to be fiscally advantageous to the University and/or the State or otherwise in the best interest of the University and/or the State.

2.14 Two Volume Proposal

The selection procedure for this procurement requires an independent evaluation of the technical and financial proposals. This separation allows for evaluation of technical proposals,

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

on a “go/no-go” or “pass/fail” decisional rule based on meeting the technical specifications and business requirements. Consequently, Contractor is required to submit its proposal in two separately sealed volumes as indicated in Section 2.4.

2.15 Volume 1-Contractor Qualifications, Technical Requirements/Specifications, Business Requirements

2.15.1 Executive Management Summary

The Contractor’s response is to contain an Executive/Management Summary. This section of the Contractor’s offer is to contain a brief synopsis of how the Contractor's proposal meets the needs of the University.

2.15.2 Technical Proposal

Contractors are expected to read the specifications, requirements, and qualifications very carefully and to submit questions, in writing, by the due date for questions. Misinterpretation of specifications, requirements, or qualifications by the Contractor do not relieve the Contractor of responsibility to accurately address these components of this RFP or to perform the contract, if awarded.

The information/items specified as Specifications, Requirements, and/or Qualifications must be addressed in the technical proposal. The proposal must expressly indicate that it satisfies each point of the RFP Requirements, Specifications and/or Qualifications referenced in Section 4. **Simple YES or NO responses to stated requirements are insufficient.** The Contractor must describe in detail how the proposed products and/or services meet or exceed the stated requirements. The Contractor must explain any exception or deviation from the requirements. In cases where the Contractor cannot or does not meet a requirement, this must be clearly stated along with the reason for not meeting the Requirement, Specification, or Qualification.

2.16 Technical Volume Contents-the Technical Volume must contain

2.16.1 Exhibit 1, Solicitation/Contract Form

Contractors must complete Exhibit 1, Section A-1, Solicitation/Contract Form Offer Section as part of the Technical Volume. Failure to submit this document, signed by a person duly authorized to commit Contractor to the proposal may cause the Contractor’s proposal to be rejected, at the sole discretion of the University.

2.16.2 Completed Section 4 Specifications/Requirements documents including

2.16.2.1 All required information listed as Contractor Data Requirements (Section 4.1) including but not limited to required demographic information, resumes, references, past performance documentation

2.16.2.2 All affidavits, addenda, and disclosures included as Exhibits

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

- 2.16.2.3 Additional support documentation, as required
- 2.16.2.4 Contractor Qualifications, including financial viability documentation
- 2.16.2.5 Specifications/Requirements Matrix, as provided
- 2.16.2.6 Narrative Specification/Requirements responses, as required
- 2.16.2.7 The University may make a final determination regarding a proposal's acceptability solely on the basis of the proposal as submitted. The University is under no obligation to seek clarification for missing information or to repair responses that are deemed to be incomplete

2.17 Financial Volume

This volume consists of and must contain the offered pricing information in the format required by the University. Contractors are not to include any technical information or specifications in the financial volume. Inclusion of technical requirements in the Financial Volume, unless technical details are necessary to provide pricing clarity, may result in disqualification of the Contractor's response particularly if said technical details are not included in the Technical Volume.

2.17.2 Pricing Section

The Contractor is required to use the provided pricing submittal documents as included. The pricing submittal documents will either be provided in the form of an electronic Pricing Matrix for those RFPs with numerous line items, complex pricing, etc. A Price Proposal Form will be used in instances when the pricing is simple and straightforward.

- 2.17.2.4 The Contractor is required to complete the electronic Pricing Matrix when provided
- 2.17.2.5 The Contractor is required to submit their proposal for pricing on the Price Proposal Form provided when an electronic Pricing Matrix is not used. Using Price Proposal Form will help ensure consistency in the financial evaluation. The price proposal form is to be completed in full when used for submittal of pricing.

2.17.3 Best and Final Offers

The University reserves the right to request best and final offers (BAFO) following evaluation of technical and pricing proposals. Contractors must submit BAFO pricing information in the format required, on or before the date and time indicated on the BAFO request, and using the means of submission indicated by the Procurement Officer.

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

SECTION 3

Evaluation, Award, Contract Formation, Debriefing of Unsuccessful Proposers, Protests and Claims, Contract Implementation Meeting

3.1 Evaluation Method

3.1.1 The University intends to make one (1) award to the responsible contractor based on lowest price technically acceptable offer to the University. **In order to be considered technically acceptable, Contractors must meet all technical specifications and business requirements as delineated in this solicitation.** Only those Contractors meeting the technical specifications and business requirements (supplier qualifications, including financial viability) will be considered in the Financial evaluation stage.

3.1.2 Technical Evaluation

3.1.2.1 Evaluation Committees

The Procurement Officer shall establish separate technical and financial evaluation committees to review and rate the proposals. The financial evaluation committee may be composed of the Procurement Officer and any other individuals appointed by the Procurement Officer. The technical evaluation committee shall be composed of other individuals appointed by the Procurement Officer.

3.1.2.2 Acceptability of Proposals

- The Procurement Officer shall determine which contractors have met the basic requirements of the RFP
- Failure to comply with any mandatory requirement will normally disqualify a contractor's proposal
- The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature
- The Procurement Officer may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the University's best interest
- The Procurement Officer may reject in whole or in part any and all proposals if such is in the University's interest, and may conduct discussions with contractors in any manner deemed necessary to best serve the interests of the University
- The University reserves the right to make an award to more than one contractor or to split an award among contractors

3.1.2.3 Technical Evaluation

- Evaluation of technical proposals will be based on "go/no-go" or "pass/fail" decisional rule, applied to each technical specification and business requirement delineated below.

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

- A no-go or fail rating will eliminate a Contractor from further consideration. The Contractor either meets or does not meet each of the technical specifications and business requirements.
- There is no merit or extra credit awarded for exceeding the requirements.
- Only those Contractors meeting the technical specifications and business requirements will be considered for financial evaluation.
 - The Technical Evaluation Committee may request site visits for the purpose of evaluating proposals and/or Contractor's responsibility. The Committee may request additional technical assistance from any source. Industry standard references may be used during the evaluation process.

3.1.2.4 Evaluation Criteria

The following minimum technical requirements must be met for the Contractor proposal to be considered technically acceptable.

- Mandatory Requirements- Contractor's demonstrated understanding of the University's Mandatory Requirements and the nature of work to be performed. This includes the quality and soundness of the offeror's approach.
- Contractor Qualifications / Prior Experience – whether a Contractor has performed similar services previously and the ability to perform under this Agreement.
- Past Performance - determined by references, including but not limited to, the quality of product delivered, ability to meet the specifications as defined, offeror's record for on-time delivery, technical quality, cost control, demonstrated corrective actions, etc. The University may also use its own past performance with a Contractor as a portion of the evaluation for Past Performance. Contractors must provide references. Cited references must be able to confirm, without reservation, the Contractor's ability to perform as mandated in this solicitation.
- Clarity of Proposal-The Contractors response will be evaluated based on clarity and conciseness of their response with how their proposed solution satisfies each of the criteria specified in Section 4.
- The terms "must" or "shall" and "required" are used throughout this document to indicate mandatory requirements. Contractors must meet all the requirements and specifications; that is, that the Contractor is fully capable of delivering the items and providing the services as specified in this RFP.

3.1.3 Oral Presentations

- 3.1.3.1** At the sole discretion of the Procurement Officer, short-listed Proposers may be invited to provide an oral presentation and product demonstration. Information provided during this phase will be used to supplement the prior evaluation of the written technical proposal and the final evaluation of technical

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

capabilities will take into account both the written technical proposal and the oral presentation/product demonstrations.

3.1.3.2 The University reserves the right to waive the Oral Presentation/Product Demonstration, in which case the technical evaluation will be based on the written technical proposal submittal alone. Proposers are therefore encouraged to submit the best possible proposal at each opportunity for submittal

3.1.3.3 The due date and time of the oral presentation/product demonstration will be determined by the University upon evaluation completion of Technical Proposals. The actual date will be verified with the applicable Proposers at the time the presentation is requested. Refer to the Solicitation Schedule for tentative dates. Proposers are advised to set these dates aside so as to avoid a conflict

3.1.3.4 The oral presentation will be informal, as the University is not interested in a marketing presentation, rather, it will be a casual and informal format in which to view the Proposers presentations, etc.

3.1.3.5 The purpose and parameters of the Oral Presentation/Product demonstration will be defined by the Procurement Officer at the time of scheduling. This information may be included in Technical requirements in those instances when it is a requirement for short-listed Contractors.

3.1.3.6 The criteria and format of the demonstration will be provided with the written request to conduct an oral presentation.

3.1.4 Financial Evaluation

Only those Contractors meeting the technical specifications and business requirements will be considered in the Financial Volume evaluation. The Financial Volume evaluation will consist of ranking on the basis of lowest price to the University and State when considering technical submittal. Information from the pricing proposal sheet contained in the Pricing Matrix or on the Price Proposal Form will be used to compute the total price.

3.2 Evidence of Responsibility

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require Contractor to submit such additional information bearing upon Contractor's ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Contractor.

3.3 Solicitation, Proposal, Acceptance, Award and Discussion

This RFP creates no obligation on the part of the University to award a contract or to compensate Contractors for proposal preparation expenses. The University reserves the

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

unilateral right to cancel this solicitation at any time and to accept or reject any and all proposals, in whole or in part, received in response to this RFP; the unilateral right to award a contract in whole or in part; to award a contract to one Contractor; and to waive or permit cure of minor irregularities; and to conduct discussions with Contractors in any manner necessary to serve the best interest of the University.

Discussions may be conducted with those Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the proposals received without further discussions.

3.4 Negotiation

The University has the right to accept the best proposal as submitted, without discussion or negotiation. Contractors should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award may be asked to discuss their proposals with the University to facilitate arrival at a contract most advantageous to the University. If the Procurement Officer determines that discussion is in the best interest of the University, the Procurement Officer will advise contractors to submit a best and final offer for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Officer determines either that discussions are not in the best interests of the University or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.

3.5 Basis of Award

The University will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation and is determined to be the lowest priced among those rated technically acceptable.

Recommended contract awards, if any, resulting from this RFP, may be subject to State and University approvals.

3.6 Formation of Agreement/Contract with Successful Contractor

This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures. These policies and procedures may be viewed at the following web site: <https://www.usmd.edu/usm/procurement/procedures.html>.

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

3.7 Debriefing of Unsuccessful Proposers

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the Procurement Officer within ten (10) days of the date on which the proposer knew, or should have known, its proposal was unsuccessful. The debriefing shall be limited to a discussion of the proposer's unsuccessful proposal. The debriefing will be oral and shall provide information on areas in which the proposal was deemed weak or insufficient. The debriefing will NOT include discussion of a competing offeror's proposal or discussion, thoughts, notes or ranking from individual evaluation committee members. A summary of the Procurement Officer's rationale for the selection may be given. Debriefings shall be conducted at the earliest feasible time.

3.8 Protests and Claims

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section X - Protests and Claims. Detail is available by accessing the following web site <https://www.usmd.edu/usm/procurement/procedures.html>.

3.9 Contract Implementation Meeting

Contractor receiving an award under this solicitation may be required to attend a Contract Implementation Meeting to be held after contract award, as scheduled by the Procurement Officer. The location and agenda for this meeting will be communicated to the Contractor by the Procurement Officer.

SECTION 4

Requirements

Contractor is required to provide the information listed below by completing the Technical Requirements Matrix. Failure to comply with this instruction may result in disqualification of Contractor's proposal.

4.1 Contractor Data

The Contractor's proposal must include the following information

4.1.1 Contractor/Company Details

- 4.1.1.1 Contractor (Company/Corporate) Name (as it appears on current W-9)
- 4.1.1.2 Contractor Primary Business Location/Address
- 4.1.1.3 Contractor to provide company organization chart and staffing profile including tenure for staff
- 4.1.1.4 Contractor Main Point of Contact (POC)
- 4.1.1.4 Contractor POC Contact Information, location, telephone number, cell phone number, email address
- 4.1.1.5 Contractor Office that will service the University
- 4.1.1.6 Contractor Tax Identification Number and current W-9
- 4.1.1.7 Contractor Parent Company (if applicable)

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

- 4.1.1.8 Parent Company business location
- 4.1.1.9 Contractor Authorized Signer for contractual purposes
- 4.1.1.10 Name and Address for delivery of notices
- 4.1.1.11 Contractor Small Business status and Maryland Small Business Certification Number with certificate provided as attachment
- 4.1.1.12 Contractor MBE status and if MBE company provide State of Maryland MDOT MBE certification number and date of certification
- 4.1.1.13 If proposing company is not publicly traded, identify principal owners of company

4.1.2 Company Size

- 4.1.2.1 Identify the number of people employed by Contractor
- 4.1.2.2 Identify the current number of customers serviced by Contractor
- 4.1.2.3 Identify the number of customers serviced by the location that will service the University

4.1.3 Customer Service

- 4.1.3.1 Overview of customer service program
- 4.1.3.2 Customer Service key contact information
- 4.1.3.3 Location Customer Service is conducted from (if off-shore provide Country/State/Province/City customer service is delivered from)
- 4.1.3.4 Hours of operation for Customer Service location servicing the University

4.1.4 Business Inclusion and Supplier Diversity Program Information

- 4.1.4.1 Identify whether Contractor has a Business Inclusion and Supplier Diversity Program, provide website link describing the Program, goals, and achievement
- 4.1.4.2 Identify ability to provide detailed sub-contractor/Tier 2 reporting to customers
- 4.1.4.3 For all offers for which a MBE Participation Goal has been established in section 4.3, contractors must complete and submit, as part of their financial proposal, the MBE forms contained in Exhibit X. All forms shall be completed as instructed in RFP Supplemental Document 1. Failure to submit the required forms will render a proposal not susceptible for award and cause it to be rejected.

4.1.5 Sustainability Program and Measures

- 4.1.5.1 Identify and describe company's Sustainability Program
- 4.1.5.2 Identify sustainability measures tracked by company
- 4.1.5.3 Identify sustainability Eco labels that are used for your company (ePEAT, LEED, Green Building Council)

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

4.2 Contractor Qualifications

Contractor is required to complete the Technical Requirements Matrix. Failure to comply with this instruction may result in disqualification of Contractors proposal.

4.2.1 Contractor References

The Contractor is required to provide three (3) references of similar size and scope. Information to be included: Client name, client address, contact person, contact person title, contact person email address, contact person telephone number, description of goods and services provided.

4.2.2 Financial Viability

The University reserves the right to require, during proposal evaluation, that the Contractor provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied on in any determination regarding Contractor financial responsibility and suitability for contract award.

4.2.3 Key Personnel

4.2.3.1 Contractor is required to provide appropriate support to carry out the functions described under Specifications and is required to identify all Key Personnel who will be involved in performing the work.

4.2.3.2 Contractor is required to provide vital/bio information, validating the individuals' credentials to carry out the work, for all professional personnel who are considered Key Personnel for the work

4.2.3.3 Contractor is to identify which Key Personnel will be involved in the various aspects of the work

4.2.4 Contractor problem resolution and escalation process

4.2.4.1 Contractor is required to outline the Contractor's escalation process for problem resolution

4.2.4.2 Contractor is to identify and provide key contacts including title and contact information for the individuals involved in the escalation process

4.3 Minority Business Enterprise (MBE) Participation

The University of Maryland College Park has a 29% goal for MBE participation in our procurement activities. This goal is achieved through procurements issued to MBE suppliers on a prime vendor basis and through subcontracting activities on procurements that include subcontractors or Tier 2 relationships in the acquisition of equipment and supplies.

This RFP does not have a MBE subcontracting goal.

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

For all solicitations with a subcontracting goal other than 0%, failure to complete and submit documents outlined and included in RFP Supplemental Document 1 will result in the Contractor's offer being deemed non-responsive or not reasonably susceptible of being selected for award.

SECTION 4.4 Technical Requirements/Specifications/Scope of Work

Requirements Matrix

The Contractor is required to complete the Technical Requirements Matrix below. If additional space is required for attachments, the attachment is to refer the section in the matrix to which it applies.

Requirements/Specifications will be identified by a code designating its level of importance. Priority Codes are as follows:

M=Mandatory

I=Information

HD=Highly Desired

D=Desired

/C=contractor must confirm agreement to this requirement

/E=contractor must explain how their solution meets this requirement

Failure to complete the Requirements Matrix will result in disqualification of the Contractor's proposal.

Item	DESCRIPTION	PRIORITY	RESPONDENT COMMENTS
4.4.1	Executive/Management Summary - The Contractor's offer is to contain a brief synopsis of how the Contractor's proposal meets the needs of the University.	M/E	
4.4.2	Reference Section 4.1 Contractor Data, provide all information regarding company details, company size, number of employees, number of delivery trucks, HACCP program, customer service, business inclusion and supplier diversity program, and sustainability program and measures.	M/E	
4.4.3	Reference Section 4.2 Contractor Qualifications and Prior Experience, provide all information regarding references, experience with a contract of this volume, financial viability, key personnel, and contractor problem resolution and escalation process.	M/E	
4.4.4	Special dietary food products procured for this contract are for resale in the UMD Dining Services operations. These products include both institutional and retail products that are free of the major nine (9) allergens (soy, dairy, tree nuts, eggs, shellfish, fish, peanuts, wheat, sesame), along	M/C	

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

Item	DESCRIPTION	PRIORITY	RESPONDENT COMMENTS
	with gluten free, vegetarian and vegan products. Dining Services operates three (3) Dining Halls. These operations are open twelve (12) months of the year, but the majority of the business occurs during the fall semester (mid-August through mid-December) and the spring semester (mid-January through mid-May). Over the summer months, holiday breaks, and semester breaks, business will be substantially reduced.		
4.4.5	<p>All products shall be delivered at least once per week by Contractor's truck to the South Campus Dining Hall Warehouse, located at 1150 South Campus Dining Hall Building.</p> <p>Deliveries shall be made between the hours of 6:00 a.m. and 1:30 p.m., Monday through Friday. Products shall be brought to a designated area within the building, as indicated by the Warehouse/Procurement employee. Proper HACCP procedures must be followed at all times.</p>	M/C	
4.4.6	With the Technical Proposal, Contractors shall indicate their method of delivery (by Contractor's truck). Contractors shall indicate the day of the week for deliveries. Contractors shall indicate the time that orders need to be placed by (lead time). Contractors shall indicate the number of days in advance for orders.	M/E	
4.4.7	<p>The Contractor shall establish two (2) accounts – one for UMD Dining Services Dining Halls and one for UMD Dining Services Convenience Stores.</p> <p><u>The three Dining Halls are as follows;</u></p> <p>The South Campus Hall – located in the South Campus Dining Hall Building, building 026</p> <p>The 251/North Dining Hall - located in the Denton building complex, building 251</p> <p>The Yahentamitsi Dining Hall – located in the Yahentamitsi Building, building 436</p> <p><u>The three Convenience Stores are as follows;</u></p>		

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

Item	DESCRIPTION	PRIORITY	RESPONDENT COMMENTS
	<p>South Campus Market – located in the South Campus Dining Hall Building, building 026</p> <p>North Campus Market – located in the Ellicott Diner Building, building 257</p> <p>Union Shop – located in the Stamp Student Union Building, building 163</p>		
4.4.8	Delivery invoices must accompany each shipment. UMD Dining personnel will work with the Contractor's driver to inspect the delivery to determine if there are any damaged, out-of-date, and/or mis-pulled products. If there are any issues with each delivery, the driver will note those issues/returns and adjust the invoice accordingly. The delivery invoices will be used for support of payment. All deliveries will be honor drops. Dining Services personnel must have 48 hours for credits and returns. It can take up to 2 days to unpack for non-perishable products and notify the supplier of any shortages and/or damaged products.	M/E	
4.4.9	All invoices must include product name, pack size, unit cost, and cumulative dollar totals. Invoices and statements are to be emailed to UMD Dining Services Business Office at dsap@umd.edu.	M/E	
4.4.10	Contractor shall provide pricing as of November 11, 2024 for the items on the Pricing Spreadsheets. The items on the spreadsheets represent approximately 70% of the items for this contract and 75% of the dollar volume for this contract. The quantities listed are annual estimated usage for bidding purposes only and are not guaranteed. Actual quantities purchased may be more or less. The estimated annual amount of purchases for this contract is \$250,000. Awarded Contractor must be able to provide a minimum of 80% of the items on both pricing spreadsheets.	M/E	
4.4.11	Contractor shall provide a login and password for your firm's software ordering system so Dining Services Procurement personnel can utilize the login to place orders, and search for available products, product pack sizes and current pricing.	M/E	

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

Item	DESCRIPTION	PRIORITY	RESPONDENT COMMENTS
4.4.12	Contractors shall follow proper HACCP procedures at all times when delivering products to the designated area within the South Campus Dining Hall Warehouse. Product shall be delivered in cases or totes to protect product from infestation and damage. Product shall be neatly stacked on 48" x 40" serviceable pallets.	M/E	
4.4.13	Any supplemental manufacturer and promotional discounts that will apply during the term of this contract shall be provided with the Financial Proposal .	M/C	
4.4.14	Volume rebates as applicable based on UMD Dining purchase volume shall be provided with the Financial Proposal .	M/C	
4.4.15	All products shall have the majority of their shelf life remaining when delivered to UMD Dining. All products must be stored, transferred, and delivered following proper HACCP procedures.	M/E	
4.4.16	All product recalls must be communicated to UMD Dining Procurement within one (1) hour of notification from the notifying authority. Notifications must be emailed to ds-procurement@umd.com and called in to 301-314-8040. Detailed information must be conveyed to insure the correct products are removed from service.	M/E	

SECTION 4.5

Price Proposal Form

Firms shall submit their Bid prices on the two (2) Pricing Spreadsheet, Attachment 1 & 2. **Pricing shall be based on the pricing listed on your firm's website on November 11, 2024.** The spreadsheets are to be completed in full and shall be incorporated herein. No taxes, service, fuel or delivery fees of any kind shall be added to invoices. **Prices on the spreadsheets submitted must include all associated costs. UMD Dining Services is tax exempt.**

No pricing information is to be included in the Technical Proposal.

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

SECTION 5

Proposal and Contract Terms and Conditions

The University of Maryland Standard Terms and Conditions apply to University of Maryland College Park (UMD) procurements.

AFFIDAVITS, ADDENDA, AND FEDERAL FLOW DOWNS- The following affidavits, addenda, and Federal flow downs may apply to this Contract and will automatically attach based upon the nature of the procurement and/or funding source. All Affidavits and Addenda requiring signature must be completed by the Contractor and returned to the UMD Procurement and Business Services and must reference the associated Purchase Order Number or transaction number (if ordered by credit card).

UMD ACCESSIBILITY ADDENDUM *(for any and all web-based deliverables (including, but not limited to, off the shelf software, custom developed software, and related goods or services used to create, maintain or update the University's Web pages, Web content, Web-based applications, online instructional content, services and resources.)*

UMD CONTRACT AND BID/PROPOSAL AFFIDAVITS *(for all Contracts exceeding \$200,000, Contractor shall execute the Bid/Proposal and Contract Affidavit required by the University, which shall be in substantially the same form as the Maryland forms at the time the Contract is executed by the University. Additional University certifications may be required for Contracts of any dollar amount. Any additional required documents and certifications, not included herein, will be identified and provided by the Procurement Officer as part of the procurement process.)*

UMD FEDERAL FLOW-DOWN CLAUSES *(for any Contract funded by a federal contact, grant, or cooperative agreement.)* <https://purchase.umd.edu/umd-federal-uniform-guidance-flowdown-provisions> or <https://purchase.umd.edu/umd-federal-government-flowdown-provisions>

UMD SECURE/SENSITIVE DATA ADDENDUM *(for contracts involving sensitive data, including but not limited to Personal Data and identifiers, FERPA Data, Cardholder or other PCI Data, or Health Information.)*

UMD PROCUREMENT INSURANCE ADDENDUM *(for contracts over \$200,000, or for work performed on University premises, or using equipment or facilities owned, occupied or used by the University, or as otherwise required by the University.)*

SECTION 889 AFFIDAVIT *(for procurements for equipment/devices or services that include video surveillance, cameras, telecommunications. This federally required affidavit must be completed by the Contractor and returned to the buyer.*

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

ANTI-BRIBERY

Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

COMPLIANCE WITH LAWS

Contractor hereby represents and warrants that:

It is qualified to do business in the State of Maryland (whether a domestic business or a foreign corporation subject to registration under the Corporations and Associates Article of the Maryland Annotated Code) and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

It is not in arrears with respect to the payment of any moneys 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;

It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract, including but not necessarily limited to: Maryland Building Codes, Americans with Disabilities Act, and the Maryland Occupational Safety and Health Act and related regulations; and

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

CONFIDENTIALITY; DISSEMINATION OF INFORMATION

Contractor shall not release any information related to services or performance of the services under this Contract, nor publish any final reports or documents without the prior written approval of the University. Contractor shall indemnify and hold harmless the State and the University, its officers, agents and employees from all harm 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 Contractor, its agents or employees.

CONFLICTING TERMS AND ORDER OF PRECEDENCE

Any proposal for terms in addition to or different from those set forth in the Solicitation or Contract or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this Solicitation or Contract is an acceptance of a prior offer by the Contractor, the acceptance is expressly

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this Solicitation or Contract may not be waived.

In the event of a conflict, the University of Maryland's Terms and Conditions shall take precedence over any terms specifically identified in Contractor's proposal or any other forms or documents provided by Contractor. The University is not, and shall not be, bound by any other terms in or referenced by Contractor's proposal, invoices, form(s), or online terms and conditions unless such terms are specifically incorporated herein.

CONTRACTOR'S INVOICES

Contractor shall include the Purchase Order Number and its Taxpayer Identification Number on the face of each invoice billed to the University. Failure to provide this information on invoicing may result in delayed payment.

DELAYS AND EXTENSION OF TIME

The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

DELIVERY AND ACCEPTANCE

Delivery shall be made in accordance with the specifications in the Solicitation and Contract. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met.

Materials shall be delivered FOB to the point or points specified in the bid or proposal, on the date either agreed to in advance or specified in the bid or proposal. Any material that is defective or fails to meet the terms of the specifications may be rejected. Rejected materials shall be promptly replaced. If Contractor fails to promptly replace rejected materials, the University reserves the right to purchase replacement materials in the open market. Contractor shall be liable for costs to replace materials

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

incurred by the University which exceed the bid proposal or Contract price, including expenses such as, but not necessarily limited to, shipping and delivery, if any.

DISPUTES

Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

DRUG AND ALCOHOL FREE WORKPLACE

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 (Drug and Alcohol Free Workplace), and that the Contractor shall remain in compliance throughout the term of this Contract.

EXPORT CONTROL

This Contract is subject to US export control regulations including, when applicable, the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the Office of Foreign Asset Control sanctions programs. Each party is responsible for compliance with applicable export and import regulations, and associated embargo and sanction regulations. If any of the materials or information to be furnished under this Contract is a controlled technology on the US Munitions List of the ITAR, Contractor must contact and receive written approval from the UMD Export Compliance Office (export@umd.edu) prior to acceptance of this Contract.

FERPA (FAMILY EDUCATION RIGHTS AND PRIVACY ACT) *(applicable if Contractor will have access to, or be responsible for the storage, maintenance and security of, student personal identifiable information protected under FERPA. See, also, UMD SENSITIVE DATA ADDENDA)*

The Parties agree to maintain the privacy and security of personally identifiable educational records and health information and to prevent disclosure in compliance with Federal laws.

GRAMM-LEACH BLILEY ACT OF 1999 *(applicable if Contract pertains to financial services, banking, student loans or financial aid, or debt collection. See, also, UMD SENSITIVE DATA ADDENDA)*

The Contractor agrees that in performing its obligations under this Contract, the Contractor shall comply with all requirements of a non-affiliated third-party who receive a financial institution's consumer or customer information, under the Gramm-Leach-Bliley Act of 1999 and applicable regulations thereto (the "GLB Act"), and other applicable federal and state consumer privacy acts, rules and regulations. Nonpublic personal information shall have the same meaning as that term is defined in the GLB Act.

The Contractor agrees to disclose such nonpublic personal information for the sole purpose of facilitating the Contractor's performance of its duties and obligations under this Contract and will not disclose such nonpublic personal information to any other party unless such disclosure is (i) allowed by the GLB Act and consented to by the Customer, or (ii) compelled by law, in which case the Contractor will provide notice of such disclosure to the Customer.

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

The Contractor represents and warrants that it will, for so long as it retains nonpublic personal information, implement and maintain in place the necessary information security policies and procedures for (i) protecting the confidentiality of such nonpublic person information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such nonpublic personal information, and (iii) protecting against the unauthorized access to or use of such nonpublic personal information. These terms apply to all subcontractors employed by the Contractor who perform work under the scope of this agreement.

INDEMNIFICATION

The University shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

INSURANCE REQUIREMENTS *(for all work performed on University premises, or using equipment or facilities owned, occupied or used by the University, or as otherwise required by the University). See INSURANCE ADDENDUM for details on limits.*

1. The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, appropriate insurance for the goods and services provided. The amount of such coverages shall meet or exceed the minimum coverage specified by law, regulation, industry standard, or the Procurement Officer, whichever is greater.
2. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
3. Policies must name the University of Maryland College Park and the University System of Maryland and their Board of Regents/Trustees, officers, employees, agents and volunteers as "Additional Insureds" on general liability and other policies and this must be reflected on the certificate of insurance, along with the Contract or Purchase Order number.
4. Contractor must provide a certificate of insurance which clearly states the types of coverage and limits prior to performing the work.

INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, costs 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.

INVESTMENT ACTIVITIES IN IRAN. Contractor, by accepting this order, certifies that it is not on the list of entities ineligible for award per Board of Public Works Advisory 2013-001, the full text of which is available at: <https://bpw.maryland.gov/Pages/adv-2013-1.aspx>.

Written certification shall be furnished to the Procurement Officer on demand.

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

MANDATORY REPORTING OF SUSPECTED CHILD ABUSE AND NEGLECT

Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the University Procedures for Reporting Suspected Child Abuse and Neglect. The above-referenced USM/University Policy and Procedures are available at the following link:

<https://www.usmd.edu/regents/bylaws/SectionVI/> and are incorporated herein. The University reserves the right to terminate the Contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of the University, termination is necessary to protect the safety and welfare of children who come into contact with the University community.

MARYLAND LAW PREVAILS

This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland, without reference to its conflicts of law principles.

MODIFICATIONS AND AMENDMENTS

This Contract may be amended with the consent of both parties. Amendments may not significantly change the scope of the Contract. Changes to these terms and conditions may only be made by an authorized Procurement Officer in the Department of Procurement and Business Services.

MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination provision in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

NON-DISCRIMINATION IN EMPLOYMENT

Contractor agrees to (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, general identification, marital status, national origin, ancestry, genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a) above in any underlying subcontract except a subcontract for standard

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

commercial supplies or raw materials; and (c) to post and cause subcontractor to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

NON-HIRING OF OFFICIALS AND EMPLOYEES

No official or employee of the State of Maryland, as defined under General Provisions Article §5-502 whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency or term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

NON-VISUAL ACCESS CLAUSE *(See, also, UMD ACCESSIBILITY ADDENDUM)*

Contractor warrants that the information technology offered hereunder (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. Contractor further warrants that the costs, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of this section, the phrase "equivalent access" means that the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

OWNERSHIP OF DOCUMENTS AND MATERIALS

Unless explicitly provided otherwise by UMD in the Contract, 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 the Contract shall at any time 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 the Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

PARKING

If at any time Contractor shall be on the premises of the University of Maryland, then Contractor is responsible for acquiring a valid University of Maryland parking permit, obeying all parking regulations, and paying all fines assessed for violations of parking regulations. Contractor is responsible for ensuring this clause is included in Contractor's agreements with subcontractors.

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

PAYMENT OF STATE OBLIGATIONS

Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, 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.

The Contractor may be eligible to receive late payment interest at a rate of 9% per annum if:

- Contractor submits an invoice for the late payment interest within thirty days after the date of the State's (or University's) payment of the amount on which the interest accrued; and
- A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The University is not liable for interest:

- Accruing more than one year after the 31st days after the agency receives the proper invoice; or
- On any amount representing unpaid interest.

Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotate Code of Maryland or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

POLITICAL CONTRIBUTION DISCLOSURE

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

http://www.elections.state.md.us/campaign_finance/index.html

PUBLIC INFORMATION ACT NOTICE

The University is subject to the Maryland Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. Contractors should give specific attention to the identification of those portions of their offer, Contract, and/or related documentation that they deem to be

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

confidential, proprietary information or trade secrets. Contractor may be required to provide justification why such materials, upon request, should not be disclosed by the University.

RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the services required under the Contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless the University, its officers, agents, and employees from and against all claims, suits, judgements, expenses, actions, damages and costs of every name and description, including reasonable attorney's fees and litigation expenses arising out of or resulting from the negligent performance of the services of the Contractor under the Contract.

RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

SPECIFICATIONS

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications.

SOFTWARE CONTRACTS *(See, also, UMD ACCESSIBILITY AND SENSITIVE DATA ADDENDA)*

As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 22 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

Contractor agrees that as delivered to buyer, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically upon the occurrence of selected conditions, or manually on command of Contractor.

SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the Contract nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the University.

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

SUSPENSION OF WORK

The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

TAX EXEMPTION

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction of improvement to real property in performance of the Contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

If the Contractor's price includes the cost of Contractor furnishing any other material, equipment, supplies, or other items in connection with the Contract, the Contractor shall pay the Maryland sales tax.

TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the University may terminate this Contract, in whole or in part, whenever the University shall determine that such termination is in the best interest of the University. The University shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

TERMINATION FOR DEFAULT

If 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 the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

UNIVERSITY SYSTEM OF MARYLAND POLICIES, AND PROCEDURES

The USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

UNIVERSITY OF MARYLAND RFP #162782 Special Dietary Food Products

USE OF UNIVERSITY NAME AND LOGO

Contractor shall not use the names, logos, images, or trademarks of the University, or those of any of its employees or students, including any adaptation of the foregoing, without prior written consent of the University or the individuals in each case.

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT
AND BID/PROPOSAL AFFIDAVITS**

BID/PROPOSAL AFFIDAVIT

_____ (Company Name)

A. AUTHORITY

I hereby affirm that I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.

"Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

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.

BID/PROPOSAL AFFIDAVIT

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT
AND BID/PROPOSAL AFFIDAVITS/ADDENDA**

Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections

(1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) 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 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:

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT
AND BID/PROPOSAL AFFIDAVITS/ADDENDA**

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION I

FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES I

FURTHER AFFIRM THAT:

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

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT
AND BID/PROPOSAL AFFIDAVITS/ADDENDA**

K. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

_____ (Company Name)

CONFLICT OF INTEREST INFORMATION

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.

B. "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.

C. "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.

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be insubstantially the same form as follows:

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.

CONFLICT OF INTEREST INFORMATION

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 D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT
AND BID/PROPOSAL AFFIDAVITS/ADDENDA**

4. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach 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 will 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.

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:** _____
(Signature of Authorized Representative and Affiant)

Printed Name: _____

Title: _____

Company Name: _____

Federal Employer Identification Number (FEIN): _____

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

PRINCIPLES OF SOCIAL RESPONSIBILITY and SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION

I. Principles of Social Responsibility

A. As provided for in Section VIII. C. of the University System of Maryland Procurement Policies and Procedures, the University is required to make purchases from and award contracts to “responsible” contractors. The Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics to determine if a bidder or offeror is responsible. The University has determined that a bidder or offeror’s record of integrity and business ethics includes a demonstrated commitment to providing goods and services in an ethical, and socially and environmentally responsible manner by compliance with all applicable:

- (1) Federal and state labor relations and employment laws;
- (2) Federal and state non-discrimination in employment laws;
- (3) State of Maryland Commercial Nondiscrimination laws;
- (4) State of Maryland, Minority Business Enterprise (“MBE”) laws; and, (5) Federal and state health, safety and environmental laws.

The above laws are referred to as “Social Responsibility Laws.” The bidder or offeror’s compliance with the above laws is referred to as “Social Responsibility.”

B. Each bidder or offeror shall complete a Social Responsibility Affidavit, in the form that follows, as part of a bid or proposal submitted to the Procurement Officer in response to any solicitation to furnish goods or services of any kind including, but not limited to architectural or engineering services; construction; construction related services; maintenance; consulting; information technology (hardware, software and services); equipment or other commodities.

C. The Procurement Officer shall consider information provided in the Social Responsibility Affidavit to determine if a bidder or offeror is responsible. A determination that a bidder or offeror is not responsible may be considered as the basis for eliminating that bidder or offeror from further consideration for a contract award.

D. After award, the University may terminate a contract for default if the bidder or offeror did not disclose the requested information; misrepresented relevant information to the Procurement Officer; or was subject to a final judgment of non-compliance with applicable Social

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

Responsibility Laws post-award. In such cases, the University may also institute proceedings to debar the vendor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE

F. The bidder or offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws after the date of this affidavit, the bidder or offeror will 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 or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

G. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS I HEREBY AFFIRM THAT:

1. There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for noncompliance with federal or state labor relations and other employment laws or regulations, including but not limited to the National Labor Relations Act, as amended; the Davis-Bacon Act, as amended; the Fair Labor Standards Act, as amended; the Maryland Living Wage law, State Finance and Procurement Article, §18-101 et seq., Annotated Code of Maryland; the Maryland Prevailing Wage law, State Finance and Procurement Article, §17-201 et seq., Annotated Code of Maryland; federal and state child labor laws; federal minimum wage laws and; the Family Medical Leave Act, except as follows (explain below or add additional sheets):

2. There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as follows (explain below or add additional sheets):

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT
AND BID/PROPOSAL AFFIDAVITS/ADDENDA**

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3. There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article, §19-101 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):
-
-
-

4. There have been no instances during the last five years of failure by the bidder or offeror to meet mutually agreed upon goals for minority business participation (MBE) on projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):
-
-
-

5. There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state health, safety or environmental laws or regulations , including but not limited to the U.S. Occupational Safety and Health Act standards; Maryland Occupational Health and Safety laws, State Labor and Employment Article, § 5-101 et seq., Annotated Code of Maryland, or the Federal Noise Control Act of 1972, except as follows (explain below or add additional sheets):
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**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT
AND BID/PROPOSAL AFFIDAVITS/ADDENDA**

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)

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT
AND BID/PROPOSAL AFFIDAVITS/ADDENDA**

CONTRACT AFFIDAVIT

_____ (Company Name)

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION I FURTHER AFFIRM
THAT:**

The business named above is a (check applicable box):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign; (4) Statutory Trust — ☐ domestic or ☐ foreign; (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name: _____

Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. *NOTE: The forms for*

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

registration are available from the website <http://www.dat.state.md.us/sdatweb/sdatforms.html> For further help call (410) 767-1340 or email: charterhelp@dat.state.md.us.

C. FINANCIAL DISCLOSURE AFFIRMATION I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

NOTE: The financial disclosure form is available under on the following web site: <http://www.sos.state.md.us/PublicDisclosure.aspx>. For further information, go to www.sos.state.md.us

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires 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 \$200,000 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.

NOTE: The political contribution disclosure form is available at http://www.elections.state.md.us/campaign_finance/disclosure_of_contributions.html. Frequently asked questions and answers are available from this website.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT
AND BID/PROPOSAL AFFIDAVITS/ADDENDA**

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

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

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

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

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

(ii) The business's policy of maintaining a drug and alcohol free workplace;

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

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

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

(h) Notify its employees in the statement required by §E(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 5 days after a conviction;

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT
AND BID/PROPOSAL AFFIDAVITS/ADDENDA**

- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(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 the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID I FURTHER AFFIRM

THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT
AND BID/PROPOSAL AFFIDAVITS/ADDENDA**

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

_____ (Company Name)

CORPORATE DIVERSITY ADDENDUM

Instructions: Pursuant to § 11-101 of the Tax-Property Article, certain entities must provide a Corporate Diversity Addendum, which contains certain diversity data specified by Code of Maryland Regulation (“COMAR”) 24.01.07. To determine whether you must provide the Corporate Diversity Addendum, please complete Worksheet A.

Failure to complete the Addendum or failure to meet the criteria therein, may prohibit you from receiving certain State benefits. For more information, refer to COMAR 24.01.07.

Please be aware, the information you include in the Corporate Diversity Addendum may be shared with other Maryland State agencies.

Worksheet A

1. Are you an entity that is required to be in good standing with the State Department of Assessments and Taxation (“SDAT”), and meets the following definition:

(1) A commercial enterprise or business that is formed in the State or registered with SDAT to do business in the State; or (2) a corporation, foundation, school, hospital, or other legal entity for which none of the net earnings inure to the benefit of any private shareholder or individual holding an interest in the entity?

☐ Yes – Proceed to Question 2

☐ No – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

2. Check the appropriate box if you are any of the following types of entities:

☐ Sole Proprietor

☐ Limited liability company (LLC) owned by a single member

☐ Privately held company if at least 75% of the company’s shareholders are family members

☐ Entity that (1) has an annual operating budget or annual sales less than \$5,000,000; and (2) has not qualified for or applied for, and does not intend to apply for, a State benefit, as defined below

Did you check at least one box?

☐ Yes – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

☐ No – Proceed to the Corporate Diversity Addendum on Page 3.

“State benefit” means (1) a State capital grant funding totaling \$1.0 million or more in a single fiscal year (July 1 – June 30); (2) State tax credits totaling \$1.0 million or more in a single fiscal year (July 1 – June 30); or (3) the receipt of a State contract with a total value of \$1.0 million or more. “State contract” means a contract that (a) resulted from a competitive procurement process and (b) is not federally funded in any way.

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND
BID/PROPOSAL AFFIDAVITS/ADDENDA
CORPORATE DIVERSITY ADDENDUM**

AFFIDAVIT (I)

UNDER PENALTIES OF PERJURY, I hereby swear that the entity submitting this report is not required to submit the Corporate Diversity Addendum.

Entity/Business Name:

Federal Employer Identification Number (FEIN):

SDAT Identification Number:

Name of Entity's representative completing this Affidavit (print clearly):

Title:

Signature: _____

Date: _____

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND
BID/PROPOSAL AFFIDAVITS/ADDENDA
CORPORATE DIVERSITY ADDENDUM**

Instructions: If you are required to provide the Corporate Diversity Addendum, completing Affidavit (II) on Page 4 is mandatory. A response to both items is required. Failure to provide a complete response to either of the two items may render the entity ineligible for certain state benefits. For more information, refer to COMAR 24.01.07.

I. A response to Item I is required. However, the content of your response has no bearing on eligibility for State benefits. Select below the underrepresented communities which are represented on this entity's board or in executive leadership. Select all that apply.

- ☐ Alaska Native
- ☐ Asian-Pacific Islander
- ☐ Black or African-American
- ☐ Hispanic or Latino
- ☐ Native American
- ☐ Native Hawaiian
- ☐ One or more of the racial or ethnic groups listed above
- ☐ None of the above

II. Check the box next to the following Corporate Diversity indicators that pertain to this entity. Note that references to underrepresented communities refers to communities listed in Item I above. The examples provided are intended to be representative, not exclusive. Select all that apply.

1. ☐ Entity maintains written workforce diversity, equity, and inclusion ("DEI") policies.
2. ☐ Entity offers DEI training to its workforce.
3. ☐ Entity assigns a senior-level employee as responsible for oversight and direction of the entity's DEI efforts.
4. ☐ Entity reports performance of its workforce DEI programs on its website.
5. ☐ Entity includes DEI objectives in performance plans of its managers.
6. ☐ Entity publishes information on its website about its DEI commitments and efforts.
7. ☐ Entity provides career advancement training/opportunities for employees, including members of underrepresented communities.
8. ☐ Entity collaborates with educational institutions, or is an educational institution, serving significant or predominant student populations or affinity groups from underrepresented communities (e.g., career fairs, scholarships, internships, apprenticeships).
9. ☐ Entity has a supplier diversity policy that provides business opportunities to diverse suppliers, including businesses owned by members of underrepresented communities, such as State-certified Minority Business Enterprises ("MBEs").
10. ☐ Entity publicizes its procurement opportunities to encourage participation from businesses owned by members of underrepresented communities.
11. ☐ Entity measures percentage of contract dollars awarded to businesses owned by members of underrepresented communities, including MBEs.
12. ☐ Entity provides support and outreach to underrepresented communities and/or organizations that represent underrepresented communities.

Only entities that meet at least 33% (4) of the Corporate Diversity Indicators above, by checking all the applicable boxes, qualify to receive a State benefit.

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND
BID/PROPOSAL AFFIDAVITS/ADDENDA
CORPORATE DIVERSITY ADDENDUM**

AFFIDAVIT (II)

UNDER PENALTIES OF PERJURY, I declare that I have examined this Corporate Diversity Addendum, and to the best of my knowledge and belief, it is true, correct, and complete.

Entity/Business Name:

Federal Employer Identification Number (FEIN):

SDAT Identification Number:

Name of Entity's representative completing this Affidavit (print clearly):

Title:

Signature _____

Date _____

Penalties for Submitting False Information. If information provided by the entity in this form or by other means is materially false, the entity and the individual providing the false information may be subject to criminal prosecution for perjury, procurement fraud, and other crimes and may be subject to debarment, and all State benefits or contracts to the entity made in reliance upon the inaccurate form or other information may be void or subject to termination for d

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND
BID/PROPOSAL AFFIDAVITS/ADDENDA
UNIVERSITY OF MARYLAND
IT ACCESSIBILITY ADDENDUM**

Name and address of Contractor, Licensor, Offeror (herein, "Seller"): _____

UMD Contract/RFP/PO ("Contract"): _____

Product/Service ("Deliverables"): _____

Effective Date: _____

THIS INFORMATION TECHNOLOGY (IT) ACCESSIBILITY ADDENDUM BETWEEN SELLER AND THE UNIVERSITY OF MARYLAND (UNIVERSITY) IS HEREBY INCORPORATED INTO THE CONTRACT AND APPLIES TO THE SELLER'S DELIVERABLES AS DEFINED HEREIN.

I. Background.

- A. The University of Maryland ("University") is committed to creating and maintaining a welcoming and inclusive educational and working environment for people of all abilities, and to ensuring equal access to information and services for all its constituencies. The University's Web Accessibility Policy sets minimum standards for the accessibility of all university Web pages used to conduct core university business and academic activities to ensure compliance with applicable state and federal regulations, specifically, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990. Web-based information and services delivery are the primary means by which the campus community and its visitors communicate and conduct business.
- B. It is the shared goal of the Parties for all web-based deliverables provided pursuant to the Contract (including, but not limited to, off the shelf software, custom developed software, and related goods or services used to create, maintain or update the University's Web pages, Web content, Web-based applications, online instructional content, services and resources) (herein, "Deliverables") to comply with University policy and applicable law, and to provide substantially similar functionality, experience, ease of use, and information access to individuals with disabilities as they provide to individuals without disabilities.

II. Representations.

- A. Except as specifically provided herein, Seller represents and warrants that all Deliverables shall conform and continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 (WCAG 2.0) level A and AA and any other accessibility standards required by law (herein, collectively, the Accessibility Standards).
- B. Seller agrees to provide evidence of compliance with Accessibility Standards before this Agreement becomes effective and any other time upon request of the University.
- C. In the event any Deliverables do not fully conform to the Accessibility Standards at any time, as a continuing and ongoing duty, Seller must notify University of such nonconformance and immediately provide detailed information regarding its plan to achieve conformance, including but

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

not limited to a roadmap and timeline for compliance and a proposal to provide equal access, at no cost to the University, until such time as the Deliverables are fully compliant.

III. Accessibility Assessment.

- A. Upon written request, Seller will provide University with accessibility testing results, demo of accessibility features and/or other written documentation as assurance and verification of compliance with the Accessibility Standards. Parties agree that a current Voluntary Product Accessibility Template (VPAT) version 2.3 or higher (available at <https://www.itic.org/policy/accessibility/vpat>) shall satisfy this requirement.
- B. University may opt to conduct an independent assessment of the accessibility of the Deliverables but will not be responsible for doing so.

IV. Resolution of Accessibility Matters.

- A. Seller designates the following as its point of contact for accessibility matters arising under this Addendum: _____
- B. Seller shall promptly respond to complaints about accessibility made by the University, or any third party who may have standing to bring an accessibility claim related to the Deliverables. Seller shall give priority to resolving any such complaint.
- C. Upon receipt of a complaint, or notice of failure to comply with the Accessibility Standards, Seller shall promptly meet with University representatives and mutually agree upon an appropriate timeline by which Seller will resolve, at no cost to the University, any identified accessibility issue(s).
- D. Seller agrees to defend, indemnify and hold harmless the University from and against all claims, costs, fines, and other liabilities arising from or connected to any Deliverable's nonconformance with the Accessibility Standards or Seller's failure to comply with the requirements of this Addendum.

V. General.

- A. Failure to comply with any terms of this Addendum shall constitute a material breach of this Agreement and shall be grounds for termination by the University.
- B. This Addendum is attached to and incorporated as part of the Contract. The terms of this Addendum shall take priority over and replace any related terms contained in the Contract or any Seller terms of use, click through/user licenses, or privacy policies.

ACCEPTED AND AGREED TO BY:

SELLER

By (signature)

Name of authorized official

Title of authorized official

Date

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND
BID/PROPOSAL AFFIDAVITS/ADDENDA**

**UNIVERSITY OF MARYLAND, COLLEGE PARK
SENSITIVE AND SECURE DATA ADDENDUM**

Name of Vendor/Contractor:	
UMD Contract Number:	
Product or Service:	
Address for Notices and Reports to UMD:	soc@umd.edu (or the then-current security email address made available by UMD)

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

1) DEFINITIONS

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

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

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

2) GENERAL

- a. All rights, title, and interest in UMD Data and UMD Resources shall at all times remain the property of UMD. Contractor acquires no rights other than those expressly granted in the Contract.
- b. Upon termination or expiration of the Contract, all UMD Resources shall be restored to UMD.

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

- c. Contractor represents and warrants that, to the best of its knowledge, Contractor's software and all its components do not violate any patent, trademark, trade secret, copyright, or any other right of ownership of any other party.
- d. To the extent that assignment, delegation, or subcontracting is permitted by the Contract, Contractor shall contractually require any subcontractors or assignees providing services to UMD pursuant to the Contract to comply with this Addendum. Contractor shall disclose to UMD any subcontractors related to the services to be provided to UMD.
- e. Contractor shall establish and maintain Appropriate Measures, to protect against:
 - 1) Unauthorized access to, or destruction, loss, or alteration of the UMD Data or UMD Resources; and
 - 2) Interruptions to services and/or unavailability of materials provided pursuant to the Agreement, subject to any limitations described in the Agreement.

For purposes of clarity, paragraphs 1) and 2) are exemplary risks, the inclusion of which does not limit the applicability of the Appropriate Measures to protect against other risks.
- f. UMD or its auditors shall have the right to audit Contractor's security related to the processing, transport, or storage of UMD Data.
- g. Contractor shall maintain a business continuity plan to address disaster recovery of UMD Data. Contractor shall provide satisfactory details of such plan to UMD upon request.
- h. Contractor shall ensure continuity of services in the event of Contractor being acquired or a change in Contractor's management.
- i. Notwithstanding anything in the Contract to the contrary:
 - 1) Contractor shall not have the unilateral right to limit, suspend, or terminate the service (with or without notice and for any reason); and
 - 2) Contractor shall not disclaim liability for third-party action or negligence.
- j. Contractor shall make available audit logs that include, but are not limited to, the recording of privileged user and regular user access activities, authorized and unauthorized access attempts, system exceptions, and information security events (as available).

3) UMD DATA

- a. In connection with the Contract, Contractor may: create, host, maintain, receive UMD Data from or on behalf of UMD and/or its students; and/or have access to, records or record systems containing UMD Data.
- b. Contractor shall not use, access, share, sell, disclose, re-release, or distribute UMD Data unless:
 - 1) Expressly permitted or required by the Contract, and as necessary to fulfill its obligations under the Contract;
 - 2) Required by applicable law or other legal process; or
 - 3) Otherwise authorized by UMD in writing.
- c. Contractor shall not allow or authorize any officers, employees, agents, or subcontractors of Contractor to access or use UMD Data unless they have agreed to comply fully with the obligations imposed by the Contract and this Addendum.
- d. Contractor shall safeguard UMD Data using Appropriate Measures.

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

- e. Contractor shall maintain the confidentiality of all UMD Data using at least the same standard of care it uses to protect its own confidential or proprietary information but, in any event, no less than Appropriate Measures.
- f. Contractor shall not capture, maintain, scan, index, share or use any UMD Data for any non-authorized activity. For purposes of this requirement, “non-authorized activity” means data mining or processing of data, stored, or transmitted by Contractor, for any purpose (other than providing the services to UMD) that is not explicitly authorized in the Contract or under applicable law.
- g. Upon termination or expiration of the Contract, and at UMD’s option, (a) Contractor will provide UMD with reasonable assistance to transfer the UMD Data to an alternate system, or (b) Contractor shall delete any UMD Data and shall restore the UMD Data to UMD. Any deletion of UMD Data must comply with NIST SP 800-88 Rev. 1 Guidelines for Media Sanitization, or then-current standards.

4) OBLIGATIONS RELATED TO SPECIFIC TYPES OF DATA

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

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

b. FERPA Compliance:

- 1) In connection with the provision of services to UMD under the Contract, Contractor may receive, have access to, or store “Education Records,” as defined under the Family Educational Rights and Privacy Act (“FERPA”) and the regulations promulgated pursuant thereto (all such UMD Data hereinafter “FERPA Data”).
- 2) Contractor agrees to comply with this Addendum in connection with its use, storage, and acquisition of FERPA Data.
- 3) Contractor understands and agrees that UMD designates Contractor as a “School Official” with a “Legitimate Educational Interest” in any personally identifiable information contained in the

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

FERPA Data. (“Legitimate Educational Interest” and “School Official” shall have the meanings given to them in FERPA.)

- 4) Contractor therefore agrees that with respect to all FERPA Data that Contractor creates, hosts, maintains, stores, processes, receives, accesses, or controls, Contractor will comply with all obligations that FERPA imposes on a School Official, including but not limited to the duty:
 - a) To use the FERPA Data only as necessary to provide services or fulfill its duties under the Contract or as expressly authorized by UMD;
 - b) Not to share, sell, disclose or distribute such FERPA Data to any third party except as expressly provided for in the Contract, required by applicable law, or as otherwise authorized by UMD in writing;
 - c) Not to allow or authorize any of its officers, employees, agents, or subcontractors to access FERPA Data unless and until they have been instructed of their obligations under FERPA and have agreed to comply fully with those obligations;
 - d) To store, manage, and/or destroy FERPA Data in accordance with FERPA; and
 - e) Only to re-disclose, manage and/or destroy FERPA Data in aggregated, de-identified forms as authorized under FERPA.

c. **HIPAA Compliance:**

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

5) SECURITY AND DATA PROTOCOLS

- a) Contractor shall develop, implement, maintain, and use Appropriate Measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted data received from, or on behalf of UMD or its students, including without limitation UMD Data.
- b) Contractor shall support SAML2/Shibboleth, or shall provide another method of multi-factor authentication (“MFA”), which alternate method must be acceptable to UMD.
- c) Contractor represents and warrants that all UMD Data shall be stored on servers within the United States. Contractor shall notify UMD in writing not less than one hundred and eighty (180) days in advance of any changes in the location of UMD Data if, as a result of the change, UMD Data will be stored outside of the United States.
- d) Contractor agrees that any transfer of UMD Data between UMD and the Contractor, or within Contractor’s computing environment, will take place using then-current industry standard encryption protocols.
- e) Contractor certifies that UMD Data will be stored and maintained in an encrypted format using at least then-current industry standard encryption practices.
- f) Contractor will use only Appropriate Measures to access and electronically transfer UMD Data files to/from UMD and/or the Contractor.
- g) Contractor will substantially comply with Open Web Application Security Project (“OWASP”) Secure Coding Practices.
- h) Contractor shall give UMD written notice within forty-eight (48) hours if it receives a subpoena or other governmental request or demand seeking the disclosure of UMD Data in order to allow UMD a reasonable amount of time to respond, object, or to otherwise intervene in the action. Contractor

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

will cooperate with UMD in any effort to contest such request or demand or to seek a protective order. Contractor agrees that any violation of this review requirement might cause irreparable injury to UMD, and that UMD will be entitled to injunctive relief, in addition to any other rights and/or remedies provided by the Contract, this Addendum, or applicable law.

- i) Prior to a proposed production of any UMD Data, Contractor and UMD shall agree on the costs of production.
- j) UMD shall have the right at all times for any reason whatsoever in its sole discretion, including for purposes of discovery of electronically stored information, to access, retrieve, collect, search, copy and/or remove any or all UMD Data at any time. Contractor will aid such access, retrieval, collection, searching, copying and/or removal immediately upon receipt of a written request from UMD.
- k) Contractor shall provide access, copies, and/or retrieval, collection, searching, and removal capabilities twenty-four (24) hours a day, seven (7) days a week, with exceptions for scheduled and emergency maintenance. Upon Contractor's receipt of a written request from UMD, at Contractor's expense, Contractor will provide UMD with any logs, data compilations, or other information or materials applicable to UMD within forty-eight (48) hours of the written request.
- l) **Maryland Law re Protection of Personally Identifiable Information:** Contractor will maintain a privacy governance program that substantially conforms to the requirements of Md. Code Ann., State Government Article, Title 10, Subtitle 13 (*"Protection of Information by Government Agencies"*), and Md. Code Ann., State Government Article, §10-13A-03 (*"Protection of Personally Identifiable Information by Public Institutions of Higher Education"*).
- m) **International Data Privacy Law Compliance:** If any UMD Data created, hosted, maintained, stored, processed, or accessed by or otherwise made available to Contractor pursuant to the Contract is subject to international data privacy laws, including but not limited to the EU General Data Protection regulation, Contractor agrees that it will execute the then-current version of any regulatorily-required standard contractual clauses pursuant to such laws.

6) THIRD PARTY REPORTS

- a) UMD requires that Contractor provide assurances that Contractor has established and continuously maintains Appropriate Measures in its handling of UMD Data.

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

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

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

- 1) AICPA SOC2/Type2
 - 2) ISO 27001/2 Certification
 - 3) FedRAMP Authorization
- c) If Contractor does not have the reports specified in Section 6(b), then Contractor must submit a Higher Education Cloud Vendor Assessment Tool ("HECVAT") upon execution of the Agreement, upon renewal of the Agreement, and at other times if requested. If, in its sole discretion, UMD believes that Contractor's HECVAT responses do not comply with Appropriate Measures, such non-compliance will be considered a material breach of the Agreement..

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

- d) If Contractor fails to provide any reports required by this Section on the anniversary of the Contract's effective date, such reports shall be provided to UMD within thirty (30) days of Contractor's receipt of a written request.
- e) Contractor shall perform a formal penetration test on an annual basis. Contractor shall make the results of such tests available to UMD each year on the anniversary of the effective date of the Contract.
 - 1) If Contractor fails to provide the penetration test results on the anniversary of the Contract's effective date, such results shall be provided to UMD within thirty (30) days of Contractor's receipt of a written request.
 - 2) If a penetration test results in a negative finding, then Contractor shall re-perform penetration tests at Contractor's expense until the negative finding is resolved.
 - 3) A penetration test means "the process of using approved, qualified personnel to conduct real-world attacks against a system so as to identify and correct security weaknesses before they are discovered and exploited by others."
 - 4) This penetration test must be performed at Contractor's expense by a third-party, the identity of which will be disclosed to UMD upon request.

7) SECURITY INCIDENT

- a) If Contractor becomes aware of a Security Incident, Contractor will immediately notify UMD, and will provide any other notifications required by applicable law and requirements, including without limitation PCI DSS requirements, FERPA, and HIPAA.
- b) Notice shall include:
 - 1) The nature and scope of the breach and the affected records or data; and
 - 2) Steps that Contractor has taken to mitigate any further breach and prevent further breaches.
- c) At Contractor's expense, Contractor will cooperate with law enforcement authorities (if applicable) and with UMD to investigate a Security Incident and, where necessary, to comply with all applicable legal obligations, including but not limited to all applicable laws and/or regulations governing breach notification (including paying costs of notification and remediation); *provided, however*, that Contractor shall not make any such notifications without UMD's prior written consent.
- d) Contractor shall comply with any UMD requests to notify those affected by the Security Incident at Contractor's expense.
- e) UMD has the right, in its sole discretion, to terminate the contract in the event of a Security Incident, such termination to be effective immediately upon Contractor's receipt of notice.
- f) If the Security Incident resulted from Contractor's or its subcontractor's negligence or breach of the Contract or this Addendum, Contractor shall promptly reimburse all costs to UMD arising from such Security Incident, including but not limited to costs for notification and remediation services, the time of UMD personnel committed in response to breach, civil and/or criminal penalties levied against UMD, attorney's fees, and court costs, etc.

8) INSURANCE REQUIREMENTS.

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

- a) **Network Security & Privacy Liability** (also known as Cyber Liability) insurance with limits not less than \$3,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

information, arising from Contractor's performance of services. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.

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

9) INDEMNIFICATION

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

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND
BID/PROPOSAL AFFIDAVITS/ADDENDA
UNIVERSITY OF MARYLAND SECTION 889 OF PUBLIC LAW 115-232 AFFIDAVIT**

**Supplier Certification regarding Section 889 of Public Law 115-232, “Prohibition
on Certain Telecommunications and Video Surveillance Services and
Equipment”**

(Individual signing) _____ , certifies that (Company Name) _____
_____, is in compliance with Section 889 of Public Law 115-232 in the provision of
certain Telecommunications and Video Surveillance services and equipment and is providing equipment
that does not contain a substantial or essential component of any system, or as critical technology as part
of any system parts, componentry, or software from any prohibited entities, including but not limited to
Hikvision, Huawei, ZTE, Hytera, Hangzhou, and Dahau.

The supplier is required to monitor the prohibited parties listing related Section 889 of Public Law 115-232
to ensure compliance with all related prohibitions.

Company Name

Signature

Name

Date

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND
BID/PROPOSAL AFFIDAVITS/ADDENDA
UNIVERSITY OF MARYLAND
INSURANCE ADDENDUM**

Name of Vendor/Contractor:

UMD Procurement Contract Number:

Product or Service:

THIS INSURANCE ADDENDUM BETWEEN CONTRACTOR AND THE UNIVERSITY OF MARYLAND (UNIVERSITY) IS HEREBY INCORPORATED INTO THE CONTRACT IDENTIFIED ABOVE.

The terms and amounts of required coverage may be changed at the Procurement Officer's discretion. For construction contracts, Builder's Risk insurance also applies.

1. Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by 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
 - b) Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
 - 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. A combined single limit policy is acceptable.
 - f) Food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.
2. All policies for liability protection, bodily injury or property damage must specifically name or its face, the State of Maryland, the University System of Maryland, and the University of Maryland as "Additional Insured" as respects to operations under the contract and premises occupied by Contractor provided, however, with respect to Contractor's liability for bodily injury or property damage under items 1a-1f above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND
BID/PROPOSAL AFFIDAVITS/ADDENDA
UNIVERSITY OF MARYLAND
INSURANCE ADDENDUM**

3. Network Security & Privacy Liability (also known as Cyber Liability) insurance with limits not less than \$3,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Contractor's performance of services. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.
 - a) In cases where personal health information (PHI), electronic personal health information (ePHI), electronic medical records (EMR), or FERPA records are involved, insurance limits not less than \$5,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Contractors performance of services is required. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.
 - b) This requirement may be satisfied by a stand-alone policy or via Professional Liability/ Technology Errors & Omissions insurance policy. If Network Security & Privacy Liability is included coverage in Contractor's Professional Liability insurance policy, the Network Security & Privacy Liability insurance, including its applicable limit, must be specifically evidenced on the Certificate of Insurance.
4. Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer 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, 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."
5. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND BID/PROPOSAL AFFIDAVITS/ADDENDA

EXHIBIT 1

PART I – THE SCHEDULE SECTION A-1 – SOLICITATION / CONTRACT FORM					
1. CONTRACT NUMBER	2. SOLICITATION NUMBER RFP 162782	3. TYPE OF SOLICITATION NEGOTIATED (RFP)	4. DATE ISSUED November 13, 2024	5. REQUISITION NUMBER 162782	
6. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND BUSINESS SERVICES SOURCING 2113-R CHESAPEAKE BUILDING COLLEGE PARK, MARYLAND 20742			7. ADDRESS PROPOSAL TO University of Maryland Department of Procurement & Business Services Attn.: RFP Number 162782		
SOLICITATION					
8. Sealed proposals in original plus number of copies specified in Section A-2, Subsection D for furnishing the supplies or services in the Schedule will be received at the location specified in Item 7 (if no location is specified in Item 7, then the location specified in Item 6) until the date and time specified in Section A-2, Subsection E.					
CAUTION – LATE Submissions, Modifications, and Withdrawals; see Section A-2, Subsection F entitled "Late Proposals". All offers are subject to all terms and conditions contained in this solicitation.					
9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER		C. E-MAIL ADDRESS	
OFFER (Must be fully completed by Contractor)					
10. In compliance with the above, the undersigned agrees, if this offer is accepted within the time period specified in Section A-2, Subsection G, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.					
11. ACKNOWLEDGEMENT OF AMENDMENTS The Contractor acknowledges receipt of all amendments to the SOLICITATION.					
This contract incorporates the Solicitation/Request for Proposal and any amendments thereto, as well as Contractor's proposal and amendments thereto. In the event of a discrepancy between the terms of this contract, including amendments and modifications made thereto, and Contractor's proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order: This Contract, including the Solicitation/Request for Proposal and amendments and modifications made thereto Contractor's proposal, including amendments and modifications made to the proposal. This contract, including the documents incorporated by reference and any negotiated changes prior to contract award, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.					
12. NAME, ADDRESS, EMAIL ADDRESS AND FEI NUMBER OF CONTRACTOR		13. CONTRACTOR REMIT-TO ADDRESS		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Print or Type)	
15. TELEPHONE NUMBER AREA CODE NUMBER		16. SIGNATURE			17. OFFER DATE
AWARD (To be completed by University)					
18. ACCEPTED AS TO ITEMS LABELED		19. AMOUNT		20. ACCOUNT #	
21. ADMINISTERED BY (If other than Item 6)					
22. NAME OF PROCUREMENT OFFICER (Type or Print)		23. UNIVERSITY OF MARYLAND (Signature of Procurement Officer)			24. AWARD DATE
IMPORTANT – Award will be made on this Form or by other authorized official written notice.					

**UNIVERSITY OF MARYLAND COLLEGE PARK CONTRACT AND
BID/PROPOSAL AFFIDAVITS/ADDENDA**

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