



University of Maryland University College

Solicitation #91401

Transcription and Closed Captioning Services

Issue Date: April 29, 2016

Due Date for Responses: May 13, 2016

Submit responses to:

Wendy Johnson, Assistant Director
Goods and Non-Technology Services
wendy.johnson@umuc.edu
Telephone No.: 301-985-7148
Facsimile No.: 301-985-7151

and

Sharon Barry, Director
Goods and Non-Technology Services
sharon.barry@umuc.edu
Telephone No.: 301-985-7156

All questions are to be submitted in writing solely to the above-mentioned persons no later than May 03, 2016 at 2:00 PM EDT. Responses may be submitted via hard copy, fax or e-mail. Solicitation documents and details can be found at www.umuc.edu/procurement. It is the prospective proposer's responsibility to monitor that site for updates and amendments.

1. BUSINESS NEED:

1.1 Purpose. University of Maryland University College (UMUC) seeks proposals from qualified firms for the provision of various services to include, but not limited to, transcription and closed captioning to various departments within UMUC. Other services may be requested as needed. It is anticipated that multiple, non-exclusive awards will be made as a result of this solicitation. Firms are not required to propose all the services outlined in the solicitation in order to respond.

1.2 UMUC Background. Since 1947, UMUC has focused exclusively on the education and professional development needs of adult students, offering classes at times and locations convenient to students whose busy schedules require that they balance school with full-time jobs and full-time family or community responsibilities. UMUC has earned a worldwide reputation for excellence as a comprehensive virtual university and, through a combination of on-site and on-line learning formats, provides educational opportunities for lifelong learning to students in Maryland, as well as throughout the United States and around the world. UMUC serves its students through undergraduate and graduate degree and certificate programs, noncredit leadership development and customized programs.

For more information about UMUC visit <http://www.umuc.edu/visitors/about/>.

1.3 Term. The initial term of the Contracts arising from this Solicitation shall commence on or around July 1, 2016, and continue unless otherwise extended, expired or terminated. The maximum combined fee for all contracts shall not exceed \$100,000.00. Total fees for any service shall not exceed the maximum fee.

2. STATEMENT OF WORK:

Various departments within UMUC require the services as outlined below (refer to Sections 2.1, 2.2, 2.3, and 2.4). Additional departments may request services as needed. There is no guarantee of the amount or type of work that will be requested. All Contractors shall comply with the American with Disabilities Act (ADA) accessibility requirements. Local proximity of the firm is preferred for in-person transcribing. Contractors shall produce output in American English. All work shall be produced and completed by the Contractor and not a third-party. Contractor shall provide a secure web-based system for ordering, managing, uploading, editing, and tracking purposes.

2.1 Video Production Office:

Background:

UMUC requires transcription and captioning services for various interviews and events. The specific needs are determined on a project-by-project basis. Commencement interviews typically require transcription for 30 clips or more (each five (5) minutes or less) and captioning for twenty to thirty videos of two (2) minutes or less on YouTube. This includes captioning for four (4) UMUC commencement ceremonies in May of 1.5 to 2 hours each.

Testimonial interviews typically occur two (2) to four (4) times a month. Each interview may be thirty to sixty minutes in length. Thirty testimonial videos may be produced per year. Each video is thirty seconds to one minute long and will be captioned once on YouTube.

UMUC events and panels occur five (5) to ten (10) times per year, and require transcription for the full event which is sixty minutes to two hours and captioning once on YouTube. It is difficult to estimate how many videos will be created from any one event. Possibly anywhere from three to fifteen videos may be created with each needing captioning once uploaded to YouTube.

In addition, there are other videos produced for internal communications and marketing purposes. Typically, these videos are created from interviews that already exist, or by using motion graphics. There are times when more interviews are conducted, all of which need to be transcribed and captioned. There are instances where UMUC's needs may change. Not all interviews need transcription. For captioning, everything will be published on YouTube.

Video Transcription History:

March 2016 -	4 videos captioned
February 2016 -	2 videos captioned
January 2016 -	2 videos captioned
December 2015 -	15 videos captioned
November 2015 -	8 Videos captioned
October 2015 -	33 videos captioned
September 2015 -	8 videos captioned
August 2015 -	3 videos captioned
July 2015 -	4 videos captioned
June 2015 -	13 videos captioned
May 2015 -	13 videos captioned (including commencement ceremonies)
April 2015 -	3 videos captioned

Requirements:

The Contractor shall provide UMUC access to a customer service representative to assist with technical, formatting, and/or other service questions. UMUC prefers that the contractor be able to accept audio files with embedded timecodes. UMUC prefers to send the vendor YouTube links as reference files for captioning.

The Contractor shall send captioning files in .srt (SubRip text) file format and each transcript will be emailed in either .txt (TeXT) file format or .doc Word file format.

The Contractor agrees to modify the transcript template as needed to fit UMUC's specific needs. The template may be modified on a project to project basis.

For interviews, the transcripts shall start at the timecode, indicate where a question is asked (with the word "question" in brackets), and include the timecode where the answer starts. If an answer is long, the timecode shall be included at the end of a sentence at approximately two (2) minute intervals.

For event coverage, the transcripts shall start at the timecode, the moderator's full question will be included, and timecode shall be added where the answer starts. If the answer is long, the timecode shall be included at the end of a sentence at approximately two-minute intervals.

2.2 Learning Design and Solutions (LD&S):

Background:

LD&S provides accessible online course materials to all students in accordance with the Americans with Disabilities Act (ADA). It is important that multimedia course materials for both graduate and undergraduate courses are consistent during the outputting process to ensure that all students, including those with disabilities, are given an equal opportunity to pursue their academic interests and successfully complete all assignments. Transcription and closed captioning services are needed for audio/video recordings and multimedia object files. LD&S submitted approximately 687 videos for closed captioning or transcribing in the past year. The Contractor should expect the volume of transcription and closed captioning to vary from semester to semester. The volume depends on:

- Student accommodation requests;
- Multimedia files produced in-house;
- Third-party software that UMUC faculty may use to produce multimedia content; and
- Non-UMUC multimedia objects that are linked in the classroom, i.e., YouTube videos, podcasts, etc.

On occasion, last-minute requests for transcription will require a quick turnaround. This type of request usually happens when a student with a disability enrolls late in a class that has already started.

There may be a need for a rush (one day turnaround) service. Many of UMUC's adult students complete their assignments on weekends. Undergraduate assignments frequently have tight deadlines since the semester is eight (8) weeks. Some Graduate programs have unique start dates which can occur directly after a weekend and/or holiday.

Requirements:

The Contractor shall be a trained professional transcriptionist that can generate transcripts and closed captioning. A human transcriptionist is necessary to eliminate the high error rate that is produced by speech-recognition technology.

The Contractor shall provide transcription and closed captioning requests within 2-4 business days, including weekends.

The Contractor shall produce output in American English.

All work shall be completed by the Contractor and not a third-party company.

Contractor's response shall include two (2) samples that show your firm's ability to meet the output requirement.

Accuracy and Quality:

Transcripts and closed captioning shall be word-for-word representations of the audio, even if they are grammatically incorrect or the speaker false starts or changes direction mid-sentence.

The Contractor shall provide transcripts and closed captioning for audio/video recordings and/or multimedia object files with at least 98% accuracy. If the transcriptionist discovers that the audio recording is going to be less than 98% accurate (within the first two (2) minutes or at any point in the recording where the transcriptionist cannot provide 98% accuracy which may be due to poor quality audio, heavy accent, unfamiliar jargon, etc.), the Contractor will immediately notify LD&S before continuing.

Web-Based:

The Contractor shall provide a secure web-based system for managing media for uploading and retrieving media files, monitoring status of requests, editing transcripts and closed captioning files, processing, and converting file formats. An option would be for the Contractor to provide a File Transfer Protocol (FTP) client (i.e., drop-box) for easy uploading and retrieving of media files.

Input Files:

The Contractor shall be able to accept a variety of input media file formats for transcription and closed captioning (i.e., URLs, FLV, .MP4, .MP3, MOV, .WA, .WMA, .WMV, etc.).

Word Documents:

UMUC will provide the Contractor with a digitalized generic UMUC-branded template in Microsoft Word 2010 (.docx) for each transcription request, which shall be uploaded to a secure web-based system or FTP client.

Preparing the Transcripts:

Required Transcript Template

The Contractor shall prepare the transcripts using the template formatting requirements described below. The majority of UMUC's formatting requirements are imbedded in the template. The template has been tested using a variety of accessibility tools (i.e., Adobe Acrobat and various screen readers).

Output Files:

Transcription

The Contractor shall provide output files for transcripts in Microsoft Word 2010 (.docx). Output file formats in ASCII (American Standard Code for Information Interchange) text and HTML (Hyper Text Markup Language) are acceptable.

Closed Captioning:

The Contractor shall have the capability to provide a variety of output file formats for closed captioning (i.e., .XML, SRT, DFXP, SCC for iOS, SMI, QuickTime, Flash, Real, YouTube,

iTunes, Adobe, Captionate, etc.). In addition, the Contractor shall provide transcripts with all closed captioning requests. Contractor shall have the capability to allow UMUC to instantly export closed caption files from an on-line account.

Real-Time Editing:

The Contractor shall provide UMUC the capability to log in and freely edit transcripts and captions.

Translation and Subtitling Services:

The Contractor shall have the capability to translate English content into different languages once it has been transcribed. Contractor shall have the capability to use interactive transcripts the same way as with English.

Template Formatting Requirements:

The Contractor shall prepare the transcripts using the following criteria:

- All text should be formatted using Arial 11 point font – *already applied to template.*
- No double-spacing between paragraphs – *appropriate spacing is already applied to template.*
- Timecodes should be applied to transcripts every 15 seconds. This will ensure that UMUC’s technical support staff can edit the transcripts along with the videos and assist students when they are watching or listening to media files.
- No large paragraphs – *paragraphs should not exceed four to five sentences.*
- Correct punctuation.
- The file name of each transcript shall NOT be altered.
- The file extension MUST remain as .docx unless otherwise notified.

Header

- Text left-aligned – *already applied to template.*
- The first line is the UMUC logo (centered) – *already applied to template.*

Body

- The second line includes “Multimedia:” followed by the author’s name, date, and title of media file, i.e., Multimedia: Knode, C.S. (2009) Linear Programming 1 – Setting Up the Problem.
- The bolded last name of the narrator should appear to the left of the transcript text.
- Paragraph indentation (hanging 1”) – *already applied in the template.*

End

- The bold title END should be left-aligned at the end of the document – *already applied to template.*

Footer

- www.umuc.edu should appear centered – *already applied to template*

SAMPLE TRANSCRIPT WITH TIME CODES:

Multimedia: Warden Carroll Parrish (2011) Critical Issues in Corrections

00:00

[BILL] Good Afternoon (00:15) everybody. My name is Doctor Bill Sondervan. And, I am a professor and the executive director of public safety outreach for the University of Maryland University College and I am here today with Warden Carroll Parish of the Maryland Correctional Institution for Women in Jessup, Maryland, which is part of the Maryland division of correction. (00:30) And, what we are doing today is we're taping a conversation about women's prisons and women inmate issues and the purpose is to put these into our classrooms so our students worldwide can see us talking and they (00:45) will first hand knowledge of what is going on. And we feel that by videotaping it and seeing an actual warden speak, they'll get more out of it than just by reading it in a book. And that's really what it's all about. So I like to start off with Warden Parish (01:00)

[CARROLL] Yes.

[BILL] Now warden you're a warden of a major institution and a major state prison tell me what it's like to be a warden and how did you get to be a warden? You know, a lot of our students want to come to work in a profession and really want to know what it's all about. So how did you get to where you are today? (01:15)

[CARROLL] Being a warden is like no other feeling and responsible for everything. And since I am responsible I have authority over everything and I have power to make significant changes that I would like to see made in the facility. (01:30) I started working in corrections, I was born and raised in east Baltimore Maryland and I was a troubled youth so I had mentors that told me to think about going into corrections so I started working in corrections and I was 19 years old (01:45) at the old Baltimore city jail. And I left corrections in 1981 and started back as a correctional officer at the Maryland house of corrections which was a medium security prison back then. And

[BILL] Tell me, the old Maryland house of corrections isn't (02:00) that like an old auburn style, 1800 style prison?

END

Transcription

- Transcripts shall be word-to-word time-synchronized.
- Provide more than 98% accuracy rate even in cases of poor audio quality, multiple speakers, difficult content, or accents.
- Provide timecodes.
- Final transcripts can be output in several different formats, including text, doc, HTML, and JSON (JavaScript Object Notation: lightweight data-interchange format. It is easy for humans to read and write. It is easy for machines to parse and generate.)

2.3 Accessibility Services:

Background:

UMUC's Office of Accessibility Services requires that a firm have closed captioning and transcription services for audio and video media. In addition, Interpreter and Communication Access Real Time Translation (CART) services are required. These services assist individuals with disabilities that include deaf and hard of hearing, audio processing disorders, etc.

History and estimated number of requests:

Interpreter: 14 requests with total frequencies of 41 times.

Transcription: 29 requests.

Types of events:

Graduate receptions, Alumni Awards program, classes, individual meetings, Service Awards ceremonies, UMUC Open Houses.

Requirements:

Turnaround time: 24-72 hours.

Other as determined.

2.4 Commencement Services:

Background:

UMUC's Commencement Services Office requires real-time closed captioning during its live commencement ceremonies held in Adelphi, Maryland. There are four (4) ceremonies, typically held each year in May. Ceremonies are currently held at the Xfinity Center on the campus of the University of Maryland, College Park, and at the College Park Marriott Hotel & Conference Center. The captioning is displayed with the camera feed on IMAG screens hung behind the speaker, along with monitors placed in the special needs seating areas. This feed is also broadcast simultaneously as a live webcast.

The ceremonies are recorded and posted to YouTube and UMUC's Adelphi Commencement Microsite. Post-production transcripts and captioning are also required.

Requirements:

Live captioning shall be performed by an experienced human transcriptionist. Speech-recognition software is not acceptable for UMUC live commencement ceremonies.

Captioning shall be in American English and completed by the Contractor, not a third party.

The transcriptionist shall be available for advance coordination with UMUC’s director of Commencement Services and relevant personnel (e.g., video production team, marketing team, and personnel from the Xfinity Center).

3. SOLICITATION RESPONSE REQUIREMENTS:

The following documentation shall be provided in the response and use for evaluation purposes:

3.1 Technical Approach. List the types of services your firm provides. Proposers are not required to provide all the services outlined in the specifications. Include in this narrative a detailed description of how your firm will provide the services. Your response is to clearly indicate an understanding of transcription and closed captioning services. Provide samples of recent work similar to UMUC’s requirements.

3.2 Firm Profile. Refer to APPENDIX A
Provide a brief history of the company including number of years providing transcription and closed captioning, number of employees, types of services provided, etc.

3.3 Firm Experience and References. Refer to APPENDIX B
Provide a minimum of three (3) client references to include contact name, company name, telephone number, dates of service, etc.

3.4 Pricing. Refer to APPENDIX C

Proposers are to provide a pricing sheet/rate card for the proposed services.

In addition, provide rates per minute for two-day turnaround, rates per minute for one-day rush for transcription services, and surcharges (if applicable) that may apply for issues of quality or speech clarity.

For YouTube captioning, provide rates per minute plus any export fees per file (if applicable).

There are no reimbursables with this contract. Pricing for photocopying, travel and mileage, courier, and any other costs associated in performing the services shall be included in the flat rate.

4. PROJECT SCHEDULE:

Solicitation Issue Date: April 29, 2016
All Questions Submitted by: May 3, 2016 by 2:00 p.m.
Proposal Due Date and Time: May 13, 2016 by 2:00 p.m.
Anticipated Award Date: June 6, 2016
Anticipated Contract Start Date: July 1, 2016

5. SUBMISSION AND EVALUATION OF THE RESPONSES:

Responses are to be provided by the due date noted above. Responses are to be submitted electronically to:

Wendy Johnson	and	Sharon Barry
Assistant Director		Director
wendy.johnson@umuc.edu		sharon.barry@umuc.edu
Telephone No.: 301-985-7148		Telephone No.: 301-985-7156

Technical Proposals are to be submitted electronically attached to an email in PDF format. Hyperlinks to software products sent to UMUC's Issuing Office that indicate that the Technical Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (ie. a Click through Agreement) are required to be accepted by UMUC in order to download the Technical Proposal. By providing to UMUC the Technical Proposal electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review. Late proposals cannot be accepted. The time on the 'sent' email from the Proposer will be used to determine timeliness. Responses must be submitted by an individual of the company who can bind the firm to all contents of the response.

Proposals may be hand delivered to the Issuing Office located at:

University of Maryland University College
Wendy Johnson
Procurement, Suite 4100
3501 University Boulevard East
Adelphi, Maryland 20783

Late Proposal submissions will not be accepted. Proposals must be received in room 4100 no later than 2:00 PM on the due date. The University will not waive delay in delivery resulting from need to transport a Proposal from another campus location, or error or delay on the part of

the carrier. Directions to the UMUC Issuing Office can be found at the website http://www.umuc.edu/visitors/locations/adelphi_building.cfm. Please note that all visitors are required to check-in with the Security desk on the first floor of the Administration Building prior to proceeding to the Procurement Office on the fourth floor. Proposals will be time-stamped at the Procurement Reception desk.

Responses will be evaluated for technical merit of how well the proposed services meet the needs of the University, as well as price. The technical aspects of the response will weigh greater than the price, i.e., a company's response evaluated to be more technically responsive even though it has a higher associated price, may be awarded the contract. The decision as to the "most advantageous" is solely at the University's discretion.

A shortlist shall be developed based on the Initial Technical Evaluation results. All Offerors will be notified of the results as they pertain to their respective Technical Proposal.

Further information may be requested by the University during the evaluation process.

UMUC reserves the right to reject in whole or in part, any and all proposals without liability and/or to accept any bid in the interest of the State of Maryland.

6. RESULTING CONTRACT, NON-DISCLOSURE AGREEMENT AND WORK PRODUCT:

A UMUC non-exclusive contract will be issued to the selected firms. By responding to this Solicitation, proposers are accepting that they will agree to execute the attached contract including mandatory Terms and Conditions for contract award. A proposal that takes exception to these terms may be rejected. As part of the attached Agreement, the awarded contractor shall be entering into a Non-Disclosure agreement with UMUC for confidentiality and protection of UMUC's intellectual property. (Refer to Sections 5 and 6 of the contract). All work product and documentation shall be regarded as a work for hire and is the property of University of Maryland University College and may not be copied or reproduced without its expressed written permission.

7. TERMINATION FOR CONVENIENCE:

UMUC reserves the right to terminate this Solicitation, in whole or in part, at its convenience.

END OF SOLICITATION

APPENDIX A.1 FIRM PROFILE

1. Company Name: _____

FED ID Number: _____ Secure Website: _____

How long has the website been active for client use?: _____

2. Company Addresses servicing UMUC: _____

3. Contact Name and Telephone Number: _____

4. Years in Business: _____

5. Areas of specialization _____

5a. What output files can you provide: _____

5b. What is the guaranteed turnaround time?: _____

5c. What is considered a RUSH job and at what point is there a RUSH fee? _____

5d. What media file formats (input and output) are accepted: _____

6. Number of employees _____

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

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

Account Manager who will handle the UMUC account: _____

8. Qualified as Small or MBE Business? Refer to Maryland Small Business Reserve Program at <https://emarylandbuyspeed.com/bso>

Small Business Certification Number: _____ MBE Certification Number: _____

10. Provide a Certificate of Insurance with your response.

11. Provide copies of special awards and/or certificates for the firm or key personnel.

12. Firms accepting credit cards shall be PCI compliant. Submit a PCI Compliance and Validation Assessment/Report with the Technical Proposal.

Refer to <https://www.pcisecuritystandards.org/> for additional information.

13. What is your accuracy rate and how do you determine accuracy ratings?

14. Provide at least two (2) samples of recent work similar to UMUC's requirements.

APPENDIX A.2 FIRM EXPERIENCE and REFERENCES

Complete this form and provide names of at least three (3) recent clients with which you have provided similar services to. List any experience with the University System of Maryland, or other Universities/colleges. These may be used for Reference checks. UMUC may contact other references, including itself as part of the evaluation.

1. Company/Institution Name: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Describe Services provided and Dates of service: _____

Account Manager assigned to this organization: _____

2. Company/Institution Name: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Describe Services provided and Dates of service: _____

Account Manager assigned to this organization: _____

3. Company/Institution Name: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Describe Services provided and Dates of service: _____

Account Manager assigned to this organization: _____

4. Company/Institution Name: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Describe Services provided and Dates of service: _____

Account Manager assigned to this organization: _____

APPENDIX C

PROPOSAL NO.: 91401

PRICE PROPOSAL DUE DATE: May13, 2016 - No Later than 2:00 P.M.

PROPOSAL FOR: Transcription and Closed Captioning Services

PROPOSER: _____

Federal Identification Number: _____

PRICE PROPOSAL

DATE _____

Wendy Johnson
University of Maryland University College
3501 University Blvd. East, Room 4110
Adelphi, MD 20783-8002

Dear Ms. Johnson:

The undersigned hereby submits the Price Proposal as set forth in Solicitation #91401 dated April 29, 2016, and the following subsequent addenda:

Addendum ___ dated _____
Addendum ___ dated _____

We confirm that this Price Proposal is based on the Requirements per the Solicitation and any subsequent addenda as noted above.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to provide services as described in this Solicitation and subsequent Addenda as noted above. **By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this Solicitation including any issued addenda.** Proposers are cautioned to verify their final proposals prior to submission, as UMUC cannot be responsible for Proposer's errors or omissions. Any price proposal that has been accepted by UMUC may not be withdrawn by the contractor.

Attached to this Price Proposal Form is our firm's proposed pricing. We understand that there are no reimbursables associated with any resulting Contract. We understand that banking fees associated with credit card payments will not be charged to UMUC.

We understand that by submitting a proposal we are agreeing to the terms and conditions included in the Solicitation documents, and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect.

We understand that the University reserves the right to award contracts for all items, or any parts thereof, as set forth in detail under the information furnished in the Solicitation document. We further confirm that the Account Representative(s) and any other Key People named within our Technical Proposal will be assigned to the UMUC Contract for the duration of this Contract.

APPENDIX D.

DO NOT COMPLETE – THIS IS A SAMPLE ONLY.

THIS CONTRACT #91401 (“Contract” or “Agreement”) is made this 1st day of July, 2016, between the University of Maryland University College, a constituent institution of the University System of Maryland (“USM”), an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, Maryland 20783, hereinafter referred to as (“UMUC” or “the University”) and _____ hereinafter referred to as “Contractor” or “Vendor” with principal offices located at _____ (collectively, “the Parties”).

RECITALS

The University issued solicitation documents (Solicitation #91401) on _____, 2016, as amended from time to time (“the Solicitation”), for _____ services. Contractor submitted technical and price proposals dated _____, 2016, and accepted by the University (collectively, “the Proposal”) in response to the Solicitation, and the University subsequently selected the Contractor as an awardee of this non-exclusive Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

- 1.1 Contractor shall provide professional _____ services. (“the Services”), as needed by UMUC’s Office of _____, in accordance with the terms and conditions of this Contract.
- 1.2 This Contract consists of multiple documents as follows in order of precedence:
 - This Contract Form (pages 1 through _); and any Amendments;
 - The Solicitation #91401 and all amendments to the Solicitation;
 - Exhibit A: Contractor’s Proposal dated _____, 2016;
 - Attachment A: Contract Affidavit; and,
 - Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).
- 1.3 The Contracts shall commence on or around July 1, 2016. The cumulative spend among all contracts shall not exceed \$100,000.00

2. PROFESSIONAL SERVICES

- 2.1 Contractor shall perform the Services as described in Exhibit A to this Agreement. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the

Parties at a future date and adopted as an amendment to Exhibit A. The Contractor shall perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Contract.

- 2.2 Throughout the period of the Contract, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the requesting UMUC department. Direct contact or communication by the Contractor with other UMUC offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Procurement Coordinator.
- 2.3 The account manager for the Contract shall be the same person identified in the Contractor's submittal responding to UMUC's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Procurement Coordinator; or (b) a change is requested in writing by the Procurement Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to UMUC's approval, and notify UMUC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to UMUC in writing as they occur.
- 2.4 All terms and conditions of UMUC's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon UMUC and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMUC.

3. FEES AND PAYMENT

- 3.1 The aggregate maximum fee for all Contracts resulting from Solicitation #91401 cannot exceed **\$100,000.00**. The total fees for services required to complete required services shall not exceed the maximum fee.
- 3.2 Contractor's fees shall not exceed fees set forth in the Contract per the Contractor's proposal, attached hereto as Exhibit A of this contract. There is no guarantee of a dollar amount of work under this Contract.
- 3.3 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University's receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

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

Contractor may also send the invoices to the UMUC office that requested the service. The University's current Purchase Order number, issued for accounting purposes only, must be noted on all invoices.

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

4. WORK PRODUCT

- 4.1 Contractor shall complete all tasks required by the University and other tasks and duties set forth in the request(s) for Services.
- 4.2 Contractor and UMUC intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If, for any reason, the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to UMUC, its successors, and assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
- 4.3 Contractor agrees to execute all tasks and to perform such other proper acts as UMUC may deem necessary to secure for UMUC the rights in the Work.

5. EVALUATION AND ACCEPTANCE PROCEDURE

- 5.1 Upon completion and delivery of service by Contractor, UMUC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 3 of this Contract will be based on the completion of requests by Contractor and acceptance by UMUC of each review/report.
- 5.2 Within the time period specified in the Contract including any Contract Amendments, or work order(s) UMUC shall determine whether Contractor's services materially conforms to the specifications defined in the Contract and/or work order(s). As used herein, the

term "materially conforms" means that the Service is ready to be used and meets or exceeds UMUC's specifications. If the Service materially conforms to the specifications, then, UMUC will provide confirmation to Contractor that the Service is accepted.

- 5.3 If the Service does not materially conform, UMUC shall immediately inform the Contractor of the deficiencies. Contractor, at no additional cost to UMUC, shall thereafter make all appropriate and necessary fixes to the Service within the time period specified by UMUC. If the Service again fails to materially conform, then, this same process will be repeated one more time. If the Service fails to materially conform to the specifications after delivery for the second time, then, UMUC may, at its sole discretion, (a) further extend the timeframe for cure, (b) cancel the work order and c) begin the termination process as defined in Section 11.1 of this Contract. If UMUC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the Parties may agree.
- 5.4 If the Contractor fails to meet the Service required at any other periods of time as mutually agreed to, UMUC may declare the Contract in material breach and begin the termination process as defined in Section 11.1 of this Contract.

6. INTELLECTUAL PROPERTY

- 6.1 Neither Party may use the other Party's name, trademarks or other proprietary identifying symbols without the prior written approval of the other Party.
- 6.2 Contractor agrees to defend upon request and indemnify and hold harmless UMUC, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment or services under this Contract.

7. CONFIDENTIAL INFORMATION

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

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

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

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

8. SOFTWARE AND SECURITY

8.1 The Contractor shall endorse UMUC's requirement to adhere to the University System of Maryland ("USM's") IT Security Standards <http://www.usmd.edu/usm/adminfinance/itcc/ITSecResource.html> UMUC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:

- Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
- Assessment of the contractor's security and privacy controls.
- Inclusion of UMUC's security and privacy requirements in the agreement.
- Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

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

8.3 Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls

with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.

8.4 Report any confirmed or suspected breach of University data to UMUC's Computer Incident Response Team ("CIRT") within one (1) hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of University data shall be reported to UMUC CIRT within 12 hours of discovery or detection.

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

9. RELATIONSHIP OF THE PARTIES

9.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the Parties. Neither Party shall bind or attempt to bind the other to any contract, warranty, covenant or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance. Nothing in this contract is intended to create a joint employment relationship.

9.2 It is understood and agreed that Contractor is an independent contractor of the University, and not an employee. Except as set forth in this Contract, UMUC will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of UMUC, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.

9.3 Each Party reserves the right to review all press releases or other public communications of the other Party that may affect the Party's public image, programs or operations.

9.4 This Agreement is non-exclusive. UMUC reserves the right to arrange for the Services provided hereunder from any other Party.

10. DISTRIBUTION OF RISK

10.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract. Contractor shall also maintain in full force and effect workers' compensation insurance as required by the laws of the jurisdiction the Services are performed. Contractor shall provide to the Procurement Officer a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.

- 10.2 Contractor shall indemnify and hold harmless UMUC and the State of Maryland, their officers, employees, and agents, from any and all costs (including, without limitation, reasonable attorneys' costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor's performance under this Contract. UMUC agrees to notify Contractor promptly of any known liabilities, claims, or demands against UMUC for which Contractor is responsible hereunder, and Contractor agrees to, at UMUC's request, defend UMUC or settle any such liabilities, claims, or demands.
- 10.3 Neither Party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, nor special damages, or losses including, without limitation, lost profits and opportunity costs.

11. GENERAL TERMS AND CONDITIONS

- 11.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, UMUC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. UMUC will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which UMUC is entitled pursuant to this Contract shall become the University's property. UMUC 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 UMUC can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
- 11.2 Termination for Convenience. The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.
- 11.3 Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for

excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or UMUC, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

- 11.4 Suspension of Work. The Procurement Officer unilaterally may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.
- 11.5 Subcontracting and Assignment.
- 11.5.1 Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of UMUC nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMUC. UMUC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to the terms and conditions that UMUC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to the University for acts and omissions of subcontractors.
- 11.5.2 Neither Party may assign this Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to UMUC. Contractor may designate a third party to receive payment without the University's prior written consent unless in conflict with Maryland or federal law, but shall provide the University with notification thereof.
- 11.6. Maryland Law Prevails. The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.
- 11.7 Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the Parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both Parties. Amendments may not significantly change the scope of the Contract.
- 11.8 No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned Parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.

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

For the University:

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

For the Contractor:

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

11.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times and at no cost to UMUC. These documents may include, but are not limited to, correspondence, the original signed consent form, background search results, W2s, paystubs, employment verification documents, and official transcripts.

11.12 Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the Party or Parties hereby contracting with the State of Maryland or any unit thereof.

11.13 Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places

available to employees and applicants for employment, notices setting forth the substance of this clause.

- 11.14 Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of this Contract.
- 11.15 Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- 11.16 Political Contribution Disclosure. Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12-month period of time involving cumulative consideration in the aggregate of \$100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.
- 11.17 Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.
- 11.18 Ethics. This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMUC employee in connection with this procurement.
- 11.19 Compliance with Laws. The Contractor hereby represents and warrants that:
- 11.19.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 11.19.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

- 11.19.3 It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 11.19.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- 11.20 Indemnification. UMUC shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
- 11.21 MultiYear Contracts Contingent Upon Appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

- 11.22 Pre-Existing Regulations. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
- 11.23 Insurance.
- 11.23.1 Contractor shall provide to the Procurement Officer a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter. All insurance certificates provided to the University for general and/or excess liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University as an additional insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University.

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

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

University of Maryland University College

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

This **Exhibit A** to **THIS CONTRACT** #91401 is made this ____ day of _____, 2016, between the University of Maryland University College, a constituent institution of the University System of Maryland ("USM"), an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, Maryland 20783, hereinafter referred to as ("UMUC" or "the University") and _____ hereinafter referred to as "Contractor" or "Vendor" with principal offices located at _____ (collectively, "the Parties").

Statement of Work:

Exhibit A:

ATTACHMENT A

CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

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

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

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____ By: _____