



The mission of the Information Technology Department is to “provide sustainable infrastructure and technology to support and enhance City departments, communities, businesses, and mayoral goals.

April 1, 2025

Addendum Number: 1

This addendum provides modifications to the Professional Services Request for Proposal (RFP) for the Contract Management System, Implementation, and Support. Please note the following updates:

1. **Proposal & Question Submission Extensions**
 - a. Proposal due date extended: April 18, 2025, by 4:00PM
 - b. Question due date extended: April 7th, 2025, by 4:00PM
2. **Additions to the Scope of Work Document**
 - a. **Added:** Section 4 - Web Accessibility standards (Page 11)
 - b. **Added:** Section 5 - Mandatory Compliance Requirements (City, State, and Federal) (Page 12)
 - **Added Attachment B:** Non-Construction Consultant Agreement (Page 21)
 - **Added Attachment C:** Funding Source Exhibit (Page 33)
 - b. **Added:** Receipt of Addendum Acknowledgement requirement to Section 7 - Proposal Response Instructions (Page 18)



All other sections of this scope and requirements remain unchanged. Respondents must acknowledge receipt of this addendum in their professional services proposal submission.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

ADDENDUM NO. 1

Professional Services Request for Proposal (RFP) for the Contract Management System, Implementation, and Support

Please acknowledge the receipt of the above ADDENDUM issued by Baltimore City Office of Information Technology, by signature and recording the date of receipt below.

Proposer: _____

Authorized Signatory: _____ **Date:** _____

NOTE: This form should be included in the proposal submission package.



The mission of the Information Technology Office is to “provide sustainable infrastructure and technology to support and enhance City agencies, communities, and businesses, and to meet City and mayoral goals.”

IT Professional Services for Contract Management System, Implementation and Support

1. Description of The Project

The Baltimore City Office of Information & Technology (BCIT) and various Baltimore City agencies (City) are seeking proposals from vendors to provide, implement, configure, and support a software solution to support City agencies in streamlining the contract lifecycle, enhancing transparency, improving efficiency in contract administration and meet the City’s contract management needs. The City seeks a vendor with the expertise and support to configure, integrate, migrate, and store data and implement a system to serve as an enterprise-wide centralized platform. The system will centralize contract creation, editing, approval, workflows, execution, tracking, archival, and reporting of contracts, ensuring compliance with City, State, and Federal legal and regulatory requirements while fostering interagency collaboration. Consulting and technical services will be used to manage all aspects of assessment, development, configuration, implementation, and training ensuring compliance with the City’s policies and procedures and adherence to the responsibilities outlined within the detailed specifications.

2. Anticipated Timeline

The contract term will be one (1) year, including a six-month implementation period. The City may extend the contract for up to three (3) additional one-year renewal options at its sole discretion on the same contract terms and conditions based on further requirements and enhancements.



Important Proposal Information

<p>1. ISSUED DATE: March 26, 2025</p> <p>2. ISSUED BY: Baltimore City Office of Information and Technology</p>	<p>3. QUESTIONS DUE: April 7, 2025 By 4:00 PM EST</p> <p>ALL QUESTIONS MUST BE SUBMITTED IN WRITING AT THE EMAIL ADDRESS IDENTIFIED IN ITEM 5. The subject line must read "QUESTIONS: IT Professional Services for Contract Management System."</p> <p>NO PHONE CALLS WILL BE ACCEPTED.</p>
<p>5. EXTENDED PROPOSAL DUE DATE: April 18, 2025 By 4:00 PM EST</p> <p>SUBMIT QUESTIONS, PRE-PROPOSAL MEETING REQUESTS & PROPOSALS TO: BCITCONTRACTS@BALTIMORECITY.GOV</p>	



3. Scope of Work (SOW) and Requirements

3.1 Scope of Work:

A. General:

The City desires a vendor to provide, configure, implement, and support a software solution to provide a streamlined, standardized, enterprise-wide, user-friendly, and secure contract management platform. This should be accomplished by utilizing the vendor's out-of-the-box features and providing specialized expertise to consult on the design, customization, and integration with existing and new applications utilized by the City. The application should meet the system requirements set forth by the City while establishing greater utility between City agencies.

- B. The vendor must ensure compliance with all applicable data security, privacy, and governance policies established by the City, including requirements for data confidentiality, integrity, and availability. All work and materials must comply with current PII Information Security standards as well as BCIT IT standards and Web standards.
- C. The awarded vendor will not act as the custodian of any data stored within the contract Management System; the City will retain full ownership and control of all information. All data, including but not limited to contract records, attachments, metadata, and any related documentation, will remain the sole property of the City. The vendor will be responsible for implementing, configuring, migrating, and storing data and maintaining the system but will have no ownership, control, or independent access to the data beyond what is **required** for system functionality, support, and troubleshooting as authorized by the City. The vendor's responsibilities are strictly defined within the scope of work.

The vendor shall maintain the confidentiality of all non-public or confidential information housed in the contract management system or acquired during the implementation process and post-go-live of the system.

3.2 Detailed Specifications and Scope of Work:

Services provided by the awarded vendor will include the implementation of the contract management system and comprehensive training for City employees on managing the contract management system and the provision of standardized training materials. The vendor will also provide the BCIT application team with the appropriate training and insight to manage users, integrations, configurations, and reports in the application(s), as well as associated documentation.

The specifications (included below but not limited to) are key requirements of the scope:

A. System Implementation and Configuration:

- (1) Deploy a secure, cloud-based contract management platform that fully integrates with the City's existing enterprise applications.



- (2) Configure the system to align with the City's procurement and contract management processes, including workflow automation, approval routing, and document version control.
- (3) Ensure compatibility with the City's IT infrastructure, including Single Sign-On (SSO) and data security requirements.
- (4) Provide customization capabilities for agency-specific contract needs while maintaining enterprise-wide standardization

B. Kick-off / Discovery/Requirements Deep Dive:

- (1) The parties will conduct a discovery meeting with key stakeholders to introduce the team, gain access to systems if needed and access workflows, and gather to discuss project and agency requirements and the project plan. Attendees in the kick-off will represent the following competencies: Contract Management Core Team, executive leadership representation, BCIT Applications team representation, and City agency representation.
- (2) Key discovery requirements include but are not limited to the following:
 - Stakeholder and user needs assessment
 - Contract lifecycle and workflow mapping
 - Functional and technical requirements
 - Integration requirements
 - Data and compliance requirements
 - Support requirements
 - Implementation timeline and milestones

C. Project Management:

- (1) The vendor will provide regular status updates to key stakeholders identified during the discovery phase, coordinate deliverable reviews, work with internal resources to manage and meet timelines, and maintain project plan documentation.

D. Technical Assessment:

- (1) Review of current processes, gathered requirements, necessary integrations, and identifying possible areas of concern and recommending best practices. Documentation will include the following: finalized requirements, necessary integrations, web requirements, defined user roles, workflows, permissions, and review of security and hosting requirements.

E. Development - Legacy Data Migration:



- (1) Import Legacy data/contracts from previous years to meet the business requirements of the City. Work with the City to manage the migration process. The City will provide business rules and PDFs, while the vendor will supply dedicated staff to guide the migration work and resolve any issues.

F. Application Setup:

- (1) Account Configurations & Permissions:

- The system must have a strong and flexible user account management system that ensures secure, role-based access control while accommodating the operational needs of individual agencies and the City's overarching governance requirements.
- The system should provide granular permission settings, ensuring that only authorized users can access, modify, approve, or oversee contract-related data and workflows.

- (2) Role-Based Access Control (RBAC) & User Management:

- The system must support predefined and customizable user roles that align with the operational needs of the City. These roles should be flexible enough to accommodate various tasks and responsibilities, including but not limited to:
 1. System Administrators: Full access to configuration settings, user management, and system-wide reports.
 2. Contract Managers: Create, update, and monitor contract lifecycles, including approvals and renewals.
 3. Finance & Budget Officers: View budget utilization, contract obligations, and financial reporting.
 4. Procurement Officers: Manage contracts and bids and compliance tracking.
 5. Legal & Compliance Teams: Access legal documentation, track regulatory compliance, and set contract approval rules.
 6. General Users: Limited access based on job function, including viewing or submitting contract requests.
- Each agency should have the flexibility to modify permissions within their scope while adhering to City-wide security policies.
- The system must allow agencies to configure additional roles based on unique operational requirements.

- (3) Multi-Agency Access & Cross-Departmental Collaboration:



- The system should support multi-agency and cross-departmental access where necessary, ensuring appropriate information sharing without violating data access controls.
- Users assigned to multiple agencies or departments should have role-based access aligned with their designated functions.

(4) Permissions & Access Controls

- The system must implement fine-grained and customizable access controls to ensure that users have appropriate permissions based on their roles and responsibilities. This includes the ability to configure read, write, edit, delete, approve, and restrict access at multiple levels, such as:
 1. Individual contract records
 2. Budget and financial reports
 3. Procurement workflows
 4. Vendor databases
 5. System audit logs
- The City will have permission to assign roles at the team, department, or agency level.
- Users with approval authority should be able to review, approve, or reject contract actions based on predefined workflows.
- Automation, Notifications, and Alerts:
 1. The contract management system should automate the routing of contract approvals and requested actions based on user roles and department hierarchy.
 2. Automated alerts when a contract is submitted for review, requires approval or other action, or has been approved/rejected.
- The system must support two-factor authentication (2FA) for enhanced security and integrate with City-wide Single Sign-On (SSO) solutions such as Microsoft Azure Active Directory

G. Reporting and Analytics:

- (1)** The system must provide comprehensive, real-time reporting and analytics features to enhance contract performance tracking, financial oversight, and compliance monitoring. The system should include but not be limited to the following:
- Customizable Reports – Users must have the ability to create and export reports tailored to contract value, compliance status, and project milestones.
 - Real-Time Dashboard Updates – The system should display interactive dashboards with key performance indicators (KPIs) such as contract



expiration alerts and procurement cycle times (including # of days processing and fully executed). Dashboards should show contracts approaching their expiration dates, as well as those that are overdue for renewal, as well as display the average time taken for each phase of the contract process (e.g., drafting, negotiations, execution, etc.).

- These alerts should be color-coded (e.g., green for well in advance, yellow for approaching expiration, red for expired or urgent attention needed).
- Integration with City’s Data Analytics Platforms – Reporting tools should be compatible with the City’s existing system and data platforms for enhanced analysis and strategic planning.
- Interactive Features: Filters could be added to allow users to drill down by department, project, or fiscal year. Visualizations such as bar charts, pie charts, and heat maps could be used to make contract data easy to understand.
- Regulatory & Compliance Reporting – The system must generate reports that align with federal, state, and municipal procurement regulations to support audits and compliance checks.

H. Security and Web Standards Compliance Review:

- (1) Under no circumstances shall the vendor disclose, share, or distribute such information to any third party without explicit written authorization from the City. This includes, but is not limited to, proprietary contract data, agency-specific configurations, user activity logs, and any other confidential materials. The vendor must implement and adhere to strict data protection protocols to ensure compliance with all applicable laws, regulations, and City policies governing information security and privacy.
- (2) Ensure the new platform meets the expected requirements for security and standards of the City.

I. Approval workflows:

- (1) Ensure these are properly implemented to meet the distinct requirements of each agency.

J. Advanced Searching:

- (1) Established for each agency and across the City to ensure data is being found as needed.

K. Integrations and Reporting Capabilities:

The system must seamlessly integrate with key City enterprise systems, including but not limited to Workday, Unifier, and other City systems, to facilitate efficient data exchange, workflow automation, and comprehensive reporting capabilities. These integrations are



essential for streamlining procurement, financial management, compliance monitoring, and contract lifecycle management across City agencies.

L. Workday Integration:

The Contract Management Software (CMS) must integrate with Workday, the City's enterprise resource planning (ERP) system, to ensure real-time synchronization of procurement, financial, and vendor management data. This integration should include:

Vendor Data Integration – Vendor details, including compliance status, must be synchronized between Workday and the CMS to avoid duplicate records and ensure up-to-date vendor information.

- (1) Approval Workflow Alignment – Approvals in the CMS should be mapped to Workday's approval hierarchy, ensuring a unified approval process across systems.
- (2) Grant Management provides all pertinent information, identified in discovery, to the grants management module in Workday.

M. Unifier Integration (Project & Capital Management System)

- (1) Unifier is the City's project management system used for capital projects, contract execution, and project budgeting. The CMS must integrate with Unifier to:
 - Automate Contract Creation for Capital Projects – Contract data from CMS must be seamlessly imported into the Unifier to generate contracts related to infrastructure, construction, and capital projects.
 - Budget Tracking & Fund Allocation – Ensure that contracts managed within the CMS are appropriately tagged with capital funding sources and budget allocations tracked in Unifier.
 - Milestone & Deliverable Monitoring – The integration should enable contract milestones, deadlines, and deliverables to be automatically reflected in Unifier's project tracking system.
 - Change Order Management – Any contract modifications, such as change orders, should be updated in both systems to maintain consistency between financial planning and contract execution.

N. Training:

- (1) Deliver comprehensive training for City employees to effectively manage and maintain the system's daily operations.
- (2) Provide standardized training materials, including but not limited to:
 - User guides,
 - Tutorials,
 - Quick-reference documents and FAQs,



- Live training session
 - Recorded sessions to support ongoing user adoption.
 - Visual diagrams and instructions on contract lifecycle management within the system
 - Data entry & reporting guides
 - Security and compliance training
- (3) Conduct specialized training for the BCIT application team to manage the system's backend infrastructure, configurations, and administrative functions.
- (4) Facilitate knowledge transfer to ensure internal teams can independently handle future updates, troubleshooting, and system enhancements.

O. Ongoing Support and Maintenance:

- (1) Offer post-implementation technical support, system updates, and troubleshooting assistance.
- (2) Provide documentation of system configurations, customizations, and administrative procedures.
- (3) Ensure compliance with data governance and security protocols, including role-based access controls and data retention policies
- (4) Assist with periodic system audits and enhancements to meet evolving regulatory and operational requirements.
- (5) General Service Level Agreement (SLA) Requirements
- System Availability and Uptime
 - a) The system must maintain 99.9% uptime during business hours (e.g., 7 AM – 6 PM EST, Monday – Friday), excluding scheduled maintenance.
 - b) Planned maintenance should be scheduled outside of peak hours and require at least 5 business days' notice.
 - c) Unplanned outages must be reported within 15 minutes of occurrence, with real-time status updates provided every 30 minutes until resolution.
 - Performance and Response Time
 1. Pages must load within 3 seconds under normal conditions.
 2. System-generated reports should be available within 60 seconds of request submission.
 3. Bulk data imports/exports should complete within 15 minutes for files under 500MB.
 - 4. Incident Response & Support



- Critical issues (e.g., system outages, data breaches) must receive a response within 30 minutes and a resolution within 4 hours.
- High-priority issues (e.g., major functionality failures) must be resolved within 1 business day.
- Medium-priority issues (e.g., minor functionality issues) must be addressed within 3 business days.
- Low-priority issues (e.g., minor UI bugs) must be resolved within 10 business days.
- 24/7 emergency support must be available via phone and email.
- A ticketing system must be provided for tracking and managing issues.
- Backup and Disaster Recovery
 1. Full data backups must be performed daily and retained for at least 90 days.
 2. A disaster recovery plan must be in place, with recovery time objectives (RTO) of 4 hours and recovery point objectives (RPO) of 1 hour for critical data.
 3. The vendor must conduct annual disaster recovery testing and provide reports upon request.
- Service Credits and Penalties
 1. If uptime falls below 99.9%, the City is entitled to service credits based on the duration of downtime.
 2. Repeated SLA violations (e.g., 3+ in a quarter) may result in contract renegotiation or termination.

P. Quality Assurance:

- (1) The vendor will assist in providing quality assurance (QA) testing to test each of the workflows against acceptance criteria.
 - Define clear acceptance criteria
 1. Ensure acceptance criteria are specific, measurable, and achievable.
 - Develop Comprehensive Testing
 1. Create test cases for each workflow step to validate expected outcomes.
 - Perform Functional Testing
 1. Verify that each workflow operates as designed under normal conditions.
 2. Test integrations with other systems and databases.
 - Execute Regression Testing
 1. Ensure changes do not break existing functionality.



2. Automate regression tests, when possible, to maintain efficiency.
 3. Automate regression tests, when possible, to maintain efficiency.
- Ensure Security and Compliance Testing
 1. Test for data security, authentication, and authorization vulnerabilities.
 2. Validate compliance with industry standards
 - Perform Usability Testing
 1. Check UI/UX elements for clarity, consistency, and user-friendliness.
 2. Gather feedback from end-users for further improvements.
 - Validate Data Accuracy and Integrity
 1. Ensure data flows correctly through workflows without corruption or loss.
 2. Verify calculations, formatting, and reporting consistency.
 - Track and Manage Defects Efficiently
 1. Use a defect-tracking system to log, categorize, and prioritize issues.
 2. Retest resolved defects to confirm fixes.
 - Provide Detailed Documentation and Reporting
 1. Maintain test plans, cases, results, and defect reports for future reference.
 2. Share insights with stakeholders to guide decisions.

4. Web Accessibility Standards

Websites and mobile apps that are not accessible can make it difficult or impossible for people with disabilities to access government services, like ordering mail-in ballots or getting tax information, that are quickly and easily available to other members of the public online. Sometimes, inaccessible websites and mobile apps can keep people with disabilities from joining or fully participating in civic or other community events like town meetings or programs at their child’s school.

WCAG) Version 2.1, Level AA is the technical standard for state and local governments’ web content and mobile apps. This rule sets a specific technical standard that state and local governments **must follow** to meet their existing obligations under **Title II of the ADA** for web and mobile app accessibility.

WCAG, the Web Content Accessibility Guidelines (<https://www.w3.org/WAI/standards-guidelines/wcag/>), is a set of guidelines that say what is needed for web accessibility, such as requirements for captions for videos. WCAG is developed by the World Wide Web Consortium (<https://www.w3.org/about/>).

You can find more information about why the Department picked WCAG 2.1, Level AA as the technical standard for state and local governments’ web content and mobile apps in the rule (<https://www.ada.gov/assets/pdfs/web-rule.pdf>) in the section of the appendix called “Technical Standard—WCAG 2.1 Level AA.



5. Mandatory Compliance Requirements (City, State, and Federal)

- Attachment B: Non-Construction Consultant Agreement
 - Section 17 and 18 of this agreement contain non-negotiable terms that all proposers must fully agree to comply with to be considered for award.
- Attachment C: Funding Source Exhibit
 - This contract will be funded in part by federal funds, see the details in the attached funding source exhibit.

6. City of Baltimore IT Contract Requirements

DEFINITIONS

For purposes of this Agreement:

“Sensitive data” means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI), Criminal Justice Information (CJI), Payment Card Industry (PCI) data, or any other private/confidential data as determined by the city, State, or Federal governments.

“Relevant subcontractor” includes any subcontractor that assists the vendor in the critical functions of the Agreement, handles sensitive data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the vendor in the critical functions of the Agreement, handling sensitive data, and/or assisting with any related implemented system.

DATA OWNERSHIP

The City solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all City’s data. The vendor has no and acquires no right, title or interest, whether express or implied, in and to City’s data. The vendor will only use City’s data for the purposes set forth in the Contract. The vendor will only access City’s data as necessary for performance of this Contract. The vendor will not access City’s user accounts except to respond to service or technical problems or at the City’s specific request. All City’s data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the City by the vendor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if the City’s Chief Information Security Officer or delegate authorizes in writing the vendor to sanitize and/or destroy the data and the vendor certifies in writing the sanitization and/or destruction of the data.

In the event of loss of any City’s data or records where such loss is due to the intentional act or omission or negligence of the vendor or any of its subcontractors or agents, the vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the City. The vendor shall ensure that all data is backed up and recoverable by the vendor. The vendor shall use its best efforts to assure that at no time shall any actions undertaken by the vendor under the Agreement (or any failures to act when the vendor has a duty to act) damage or create any



vulnerabilities in data bases, systems, platforms, and/or applications with which the vendor is working hereunder.

INFORMATION SECURITY REQUIREMENTS

The vendor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect City's data that are no less rigorous than accepted industry standards for information security such as those listed below, and ensure that all such safeguards, including the manner in which City's data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Agreement.

To ensure appropriate data protection safeguards are in place, the vendor and any authorized relevant subcontractor(s), who would be handling City's sensitive data or interconnect to City's computerized systems, shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Agreement. The vendor and any authorized relevant subcontractor(s) may augment this list with additional information technology controls.

1. Agrees to abide by all applicable federal, State and local laws and standards concerning information security and shall comply with all such revisions.
2. Conduct basic security awareness training on regular bases, for all vendor/subcontractor's personnel.
3. Establish separate production, test, and development environments for systems supporting the services provided under this Agreement and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of sensitive data elements.
4. Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the vendor/subcontractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, removal of unnecessary usernames or logins, and deactivation of unneeded features in the vendor/subcontractor's system configuration files.
5. Develop and implement a local patching policy that ensures prompt installation of newly released security relevant patches, service packs and hot fixes on vendor/subcontractor's systems. The purpose of regular software patches is to eliminate as many software vulnerabilities as possible remediating critical and high vulnerabilities within 30 days.
6. The City may require the vendor provide the City notice in writing of all scheduled or automatic updates. The updates or Software maintenance shall include, but not limited to: cover bugs that did not show during original testing and de-bugging; improvements and enhancements to the Software; patches; new versions of the Software; users discover new ways to make an error; Software environment changes (i.e., new operating system);



hardware environment changes; user requirement changes; and communication environment changes (i.e., LAN, internet use).

7. Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Agreement. Such testing is intended to identify outdated software versions; missing software patches; and device or software misconfigurations; and validate compliance with or deviations from the vendor's and/or subcontractor's security policy.

The vendor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The City shall have the right to inspect these policies and procedures.

8. Where website hosting or Internet access is the service provided or part of the service provided, the vendor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the

Vendor's and subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The vendor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The City shall have the right to inspect these policies and procedures.

9. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Agreement, automatically updated, and configured to actively scan and detect threats to the system for remediation.
10. Enforce strong user authentication and password controls, including multifactor authentication, over the vendor/subcontractor's systems supporting the services provided under this Agreement to minimize the opportunity for unauthorized system access through compromise of the user access controls. Where feasible, integrate with City's single sign-on (SSO) system for authentications and authorization of end-users to the provided service.
11. Ensure City's data under this service is not processed, transferred, or stored outside of the United States.
12. Ensure that City's data is not comingled with the vendor's and subcontractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user's access or security level.
13. Apply data encryption to protect City's data, especially sensitive data, from improper disclosure or alteration. Encryption should be applied to data in transit over networks, at rest within the system, and when archived for backup purposes.



14. Enable appropriate logging parameters on systems supporting services provided under this Agreement to monitor user activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards.
15. Retain the aforementioned logs and manual or programmatically review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. This requirement can be fulfilled by a security information and event management (SIEM) or other similar security analytics platforms.
16. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of sensitive data from unauthorized access as well as the separation of production and non-production environments.
17. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Agreement from unsolicited and unauthenticated network traffic.
18. Review at regular intervals, at least annually, the aforementioned network connections, documenting and convendoring the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
19. Ensure that the vendor's and any subcontractor's personnel shall not connect any of their own equipment to a City's network without prior written approval by the City's IT Department.
20. Remote access requested by the vendor to the City's network or systems shall use City's approved remote access solutions.
21. Establish operational incident handling procedures that include adequate preparation, detection, analysis, containment, recovery, and user response activities, track, document, and report incidents to appropriate authorities.
22. The vendor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations.
23. If the/subcontractor will be storing or processing City's sensitive data they shall make available, prior to agreement start, for City's review results for any independent audit, such as: SOC 2 Security (Common Criteria), ISO 27001, and other relevant audit results.

DATA BREACH NOTIFICATION REQUIREMENTS

If a breach of security or confidentiality occurs that require notice to the City's employees and/or third parties under federal, state or local laws then the City shall have sole control over the timing, content, and method of notice; and the vendor cannot notify affected individuals unless the City directs the vendor in writing. The vendor shall be liable and



reimburse the City for its out-of-pocket costs and expenses incurred in giving notice of any security breach for which the vendor is partially or fully responsible, even if notice is not legally required.

The vendor shall notify the City (infosec@baltimorecity.gov) when the vendor and/or any authorized subcontractor system that may access, process, or store City's data or work product is subject to unauthorized access or system compromise. Unauthorized access or system compromise may include compromise by: computer malware, malicious search engine, credential compromise, access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

- a. The vendor shall notify the City within two (2) business days of the discovery of the unauthorized access or system compromise.
- b. The vendor shall notify the City within twenty-four (24) hours if there was a data breach of the City's sensitive data.

If an unauthorized use or disclosure of any City's sensitive data occurs, the vendor must provide written notice to the City (infosec@baltimorecity.gov) within twenty-four (24) hours after the vendor's discovery of such use or disclosure and, thereafter, all information the City requests concerning such unauthorized use or disclosure. The vendor shall provide such other information, including a written report, as reasonably requested by the City. The vendor's report shall identify:

- a. Nature of the unauthorized use or disclosure;
- b. Sensitive data used or disclosed;
- c. Who made the unauthorized use or received the unauthorized disclosure;
- d. What the vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- e. What corrective action the vendor has taken or shall take to prevent future similar unauthorized use or disclosure.

CONTINGENCY / DISASTER RECOVERY PLANS

The vendor and any authorized relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this Agreement will be maintained in the event of disruption to the vendor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.

The contingency and disaster recovery plans must be designed to ensure that services under this Agreement are restored after a disruption within (specify the time duration in hours or days in which services must be restored) in order to avoid unacceptable consequences due to the unavailability of services.

Such contingency and disaster recovery plans shall be available for the City to inspect at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Agreement.

END OF CONTRACT TRANSITION



The vendor shall cooperate in the orderly transition of services from the Agreement to any subsequent contract for similar services. The transition period shall begin ninety (90) days (or a different amount of days, at the City's discretion) before the Agreement end date, or the end date of any final exercised option or contract extension. The vendor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the City. The City may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.

Within sixty (60) days after the effective date of termination or expiration of this Agreement or upon the City's request, for any reason, the vendor shall either scrub, return, or destroy, as directed by the City, all City's data provided to the vendor by the City, including all City's data provided to, or in the possession of, the vendor's employees, subcontractors, agents, or other affiliated persons or entities. Any such remittance, sanitization or destruction will be at the vendor's sole cost and expense.

In the event that returning or destroying the City's data is not feasible, the vendor shall provide notification of the conditions that make return or destruction not feasible, in which case, the vendor must continue to protect all City's data that it retains, and the vendor agrees to prevent further uses and disclosures of such data given the return or destruction of the data is not feasible as the vendor maintains such data.

Upon request by the City made or within thirty (30) days after the effective date of termination or expiration of this Agreement, the vendor will make available to the City for a complete and secure (i.e. encrypted and appropriated authenticated) download file of City's data including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The vendor will be available sixty (60) days after providing the City's data to answer questions about data schema, transformations, and other elements required to fully understand and utilize the City's data file. After such sixty (60) day period, the vendor, its hosted service provider, and relevant subcontractors shall have no obligation to maintain or provide any City's data and shall thereafter, unless legally prohibited, delete in such a manner as prevents recovery through normal/laboratory means, all City's data in its systems or otherwise in its possession or under its control. Any such remittance, sanitization or destruction will be at the vendor's sole cost and expense.

It is not just City's data that needs to be returned once this agreement has expired or is terminated. The City might hold confidential information belonging to the vendor. Accordingly, all confidential information of each party should be returned (or destroyed) and confirmation of destruction of such confidential data (as applicable) must be in writing.

The vendor acknowledges that it provides services that are critical to the City's business and operations. If the vendor fails to meet the service levels described in this document, the City may terminate its entire contract with the vendor, with no penalty.

When the City terminates this Agreement, it may be moving to a competitor. Often the City will need assistance in transferring its data from the vendor's system to the competitor's system. Any such assistance should only be provided in return for mutually agreed upon payment for



such additional services, as such assistance could be substantial and time consuming. However, the City shall not pay for such assistance when it terminates the vendor for default as such assistance will be at the vendor's sole cost and expense.

7. Proposal Response Instructions

1. All proposals shall contain six separate sections in the chart below combined into a single document.
2. Label your file PS-CONTRACT MANAGEMENT SOFTWARE-COMPANY-NAME and use the same naming convention for the subject line for your proposal submission.

SECTIONS	MAXIMUM PAGE LIMIT
Cover Letter	1 Page
Table of Contents	1 Page
Receipt of Addendum Acknowledgement	1 Page Per Addendum
Management Approach	5 Pages
Technical Approach	10 Pages
Past Performance (Maximum 3)	2 Pages Per Performance
Price	2 Pages

3. **Paper, Page Size, and Markings:** Proposals shall be formatted such that, if printed, they fit within 8 1/2 X 11-inch paper, in a commercially standard font size (no smaller than 11 point). Margins shall be 1 inch at the top, sides and bottom. The Vendor should mark its proposal with any proprietary marking, if needed, based on their assessment of the contents of each proposal.
4. **Illustrations and Tables:** Tables, charts, graphs, diagrams, and figures shall be used wherever practical. Illustrations shall be legible. Text shall be no smaller than 10-point font for tables, charts, graphs, and figures.

At a minimum, the proposal must include the following information in sections as outlined below:

1. **Cover Letter (1 Page Maximum)**
 - a. The professional services proposal shall be submitted with a cover letter. The cover letter shall provide: Company name, address
 - b. City Certified MBE or WBE number (if applicable)



- c. Name, title, telephone number, email address, for individual authorized to represent the company
 - d. Vendor shall describe any assumptions used to develop the proposal if needed.
2. Management Approach (30 points)
- a. Provide a summary of the vendor. Indicate any teaming arrangements. Provide a methodology for managing the project. Describe the process for maintaining qualified staff. Describe the communications process. Describe the transition in process. Address items in the Detailed Specification and Scope of Work.
 - b. Respond to all the line items in the Detailed Specifications/Capabilities/Additional Information document, Attachment A.
 - c. Describe process for managing the project schedule (i.e., major milestones, tasks, deliverables).
 - d. Summary of final deliverables for the noted project or projects.
3. Technical Approach (50 points)
- a. Address all items in the Detailed Specification and Scope of Work.
 - b. Provide background information on the project or projects presented to demonstrate expertise.
 - c. Methodology, tools, and/or processes utilized in performing similar tasks.
 - d. Demonstration of compliance with similar laws, regulations, Executive Orders, OMB Circulars, or professional standards.
4. Past Performance (15 points)
- a. Provide a list of a maximum of three (3) prior projects within the last five (5) years in which the vendor provided relevant services similar to this assignment. The list shall include the following for each assignment:
 - 1. Name of client
 - 2. Location (city and state)
 - 3. Project/contract name
 - 4. Project description
 - 5. Project duration, which includes the original estimate completion date and the actual completion date
 - 6. Dollar amount of contract
 - 7. Vendor's scope and role in the project



8. Client reference for services provided including name, position, phone, and e mail.

8. Price (5 points)

1. Provide a table with the estimated labor hours for each personnel proposed for each phase of the project identified in the Detailed Specifications and Scope of Work.
2. In addition to the labor rates, the pricing proposal should include the costs for all products necessary to complete all requirements identified within this Scope of Work.
3. All pertinent and relevant assumptions that may affect the proposed hours shall be clearly listed in this section of the proposal.
4. Submit hourly rates for each labor category.
5. The Evaluation Committee reserves the right to request Best and Final Offers from all respondents that submit proposals.

Project Interrelationships

The City promotes equal business opportunity in the City's contracting process by encouraging full and equitable participation by minority and women's business enterprises. The Small and Minority Business Advocacy & Development (SMBA&D) authority to set MBE/WBE goals is governed by the Baltimore City Code [Article 5, § 28](#).

ATTACHMENT A

Detailed Specifications/Capabilities/Additional Information

(NOTE: Where one section differs from other sections, the more detailed specification prevails. Otherwise, where this section differs from the General Conditions or Scope of Work, this section shall prevail.)

Please respond to all questions below:

Application Administration:

Does the solution support the administrative ability to manage access rights?
Does the solution generate alerts and reminders for key contract dates (i.e. expiration, obligations)?
Does the solution support the administrative ability to create new workflows and configure existing workflows?
Please describe the method by which administrators can configure workflows (i.e. visual, textual)
Does the solution support configurable dashboards to display content data? Please describe any user-based configurability.
Does the solution support setting up agreement relationships based on parent/child hierarchy?
Does the solution maintain an audit trail of questions and answers used in a contract's creation process?
Does the solution maintain an audit trail of all actions performed by a user on a contract that do not involve changes to contract metadata and/or language? (i.e. contract activation, cancellation, termination, etc.)
Does the solution maintain a detailed task history for all workflow tasks in progress and/or completed for a contract?
What percent of your clients pass audits?
Does the solution provide integration to active directory?
Does the solution permit privileges and role-based access control by contract type, template structure and metadata?
Does the solution support restricting visibility by business unit or agency?
Does the solution support restricting visibility to certain clauses?
Does the solution support the administrative ability to manage exceptions?
Does the solution possess a native mobile application for all major smartphone platforms?
What features are available on mobile devices (i.e. search, approvals, contract notifications)?
Does the solution support audit trail of vendor performance.

Is your platform FedRamp or Soc2 certified.

What is the systems Recovery Time Objective (RTO) and Recovery Point Objective (RPO)

Please describe your security monitoring and expected response times to an incident.

Does the solution report on major users of a contract across the City Agencies - key users, volume of utilization.

Contract Request and Creation:

Does the solution support use of a portal or web form that enables users within the organization to request a contract review?
Can the request form be modified once live.
Does the solution support a wizard-like contract request form?
Does the solution support contract requests from third-party solutions?
Does a requester need a license to submit or check the status of a contract request?
Does the solution support the ability to create and maintain a clause library?
Does the solution support fallback clauses?
Does the solution support the ability to create contract templates, solicitation templates, and update/maintain current versions of contract templates?
Does the solution support the ability to upload templates created outside the platform?
Does the solution have the ability to define configurable metadata for each contract type?
Does the solution support the ability to split a Template into unique, identifiable, comparable sections / clauses?
Does the solution support metadata and clause tagging that can dynamically populate based on defined rules or metadata inputs?
Does the solution support template versioning with tracked changes?
Does the solution support dynamic template suggestions based on predefined rules or user inputs?
Does the solution support the ability to dynamically generate sections / clauses / clauses within a section / fields in the template based on user defined rules or manually populated based on user input?
Does the solution support a wizard-based approach for self-service contract creation?
Does the solution support creating a contract through assembly of clauses from clause library?
Does the solution support contract authoring using a word processing tool, allowing the author to manage all editing within that tool?
Does the solution support a review to ensure all critical components are included.
Does the solution support attachments in advance of contract creation.
Does the solution support a policy, business process library.

Does the solution support notifying the owner of the contract creation process that attachments have been posted.

Negotiation and Approval Workflow:

Does the solution support redlining a document and document comparison in Microsoft Word?
Does the solution support redlining and document comparison directly in the solution?
Does the solution support tagging and comment threads between internal collaborators?
Does the solution support approval workflows based on predefined rules or contract variables (such as price and category)?
Does the solution support workflow approval for specific sections or clauses within a contract?
Does the solution support workflow deviations and escalations based on contract variables?
Does the solution support workflow auto approval based on predefined variables (such as price and category)?
Does the solution support email integration for sending and receiving contract redlines?
Does the solution support email integration for contract approval notifications?
Does the solution support electronic collaboration with external parties for contract negotiation?
Does the solution provide native e-signature capabilities?
Does the solution support maintaining audit trails and version control through the entire contract negotiation process?
Does the solution support any file type as an artifact/attachment to a contract?
Does the solution support versioning of artifacts/attachments associated with a contract?
Does the solution support bundling of proposed contract modifications so that they can be approved or rejected in their entirety?
Does the solution support automatic renewal and termination process of the contract? If so, will a notification be sent.
Can the requisitioner or lead agency get notifications with a contract is approaching renewal or when funding falls below a threshold.
Does the solution support creation and association of amendments to the master contract agreement?
How are the rights allocated by user to edit the document
Does the solution support workflow approval variations based on fund type.
What e-signature systems are used/supported (Nitro for example)

Contract Storage:

Does the solution have a single data repository that is able to store all contracts, including individual and complex (hierarchical) contracts?
Does the solution support integration into a third party document repository? (i.e. SharePoint, Box). If yes, please indicate all out of the box connections available.
Does the solution support storage of artifacts/attachments with the parent contract in the repository?
Does the solution support unlimited artifacts/attachment storage associated with a single contract?
Does the solution support hyperlinks to file attachments stored in external locations?
Does the solution support record retention enforcement so that the organization can configure the policy for retention?
Does the solution support the ability to lock or freeze contract records for litigation?
Does the solution support document archiving?
Can the retention policy vary by agency and/or by fund type or contract type.
Provide more details on how contracts are stored (cloud based as an example)

Contract Search:

Does the solution support a keyword or field filtering search on contract metadata, including custom fields?
Does the solution support a keyword, text-based search for text within the contract documents?
Does the solution search/AI understand nuances in different contract types such as NDA, BAA, MSA, SOW?
Does the solutions support keyword, text-based search for contract artifacts/attachments?
Does the solution support approximate string matching ("Fuzzy search") that returns relevant results that are similar but not exactly the same as the terms being searched?
Do the search results display where keywords are contained within the contract or artifact/attachment?
Is the contract search accessible in the contract dashboard?
Can the contracts be searched by lead agencies, cost centers, and financial worktags.
Can the contracts be easily searched by owner - ie see a list of all contracts created by one person.
Can the contracts be searched for specific MBE/MWE goals and any waivers

Contract Digitization:

Does the solution support the ability to upload the contracts generated outside the platform?
Does the solution have the ability to batch upload existing contracts?
Does the solution have an import utility to scan, capture and tag metadata?
Does the solution support automated extraction and identification of terms and conditions (not metadata) within a third-party or legacy contract?
What languages does the AI understand for extraction?
Does the solution understand nuances around construction, grants, NDA, SOW and other types of contracts?
Does the solution support automated contract review (clause identification and comparison to org defined acceptable clauses)?
Does the solution support for AI-based negotiation recommendations?
Can the solution create contracts back in MS Word format with redlines to be escalated or sent to the counterparty?
Can the solution highlight clauses with risks that need review by legal team?
Can the agency be notified if changes are made by the vendor or legal to the contract especially when certain language is required for grants.

Reporting and Obligation Tracking:

How many standard reports are available out of the box? Provide a list of the standard reports available.
Does the solution support the ability to build custom reporting at both an individual and organization level?
Does the solution support risk profiling on contracts based on configurable, pre-defined risk models?
Does the solution support metadata driven risk profiling?
Does the solution support contract terms-driven risk profiling?
Please describe how risk is measured for clients (i.e numerical).
Does the solution support the ability to track date related obligations?
Does the solution support the ability to track non-date related obligations?
Does the solution generate reminders for contract obligations needing review and/or approaching termination?
Does the solution support automated extraction of obligations from the contract?
Does the solution support the ability to run standard and custom reports on contract obligations?
What reporting capabilities are available for measuring contract performance?
Will the vendor provide training and/or education on building custom reports?

Integration and Platform Capabilities:

Do you provide APIs to integrate with pre-existing, enterprise solutions (Workday, BOE Submit, B2GNow and Unifier specifically)?
Does the solution support web services based integration (Workday, BOE Submit, B2GNow and Unifier specifically)?
Do you offer a cloud integration solution that customers use to integrate to third party applications?
Does the solution support 2-way metadata synchronization?
Can contract data be exported into supplier or customer records in other solutions?
Can supplier or customer information be pulled in from other solutions?
Can information from third-party data solutions be imported into a contract record (i.e. D&B)
Do you have preconnected strategic sourcing partners? Please list
Do you have preconnected procure-to-pay suite partners? Please list
Do you have preconnected ERP partners? Please list
Do you have preconnected matter management partners? Please list
Do you have preconnected legal solution partners? Please list
Do you have preconnected CRM solution partners? Please list
Do you have preconnected CPQ partners? Please list
Do you have integrations with Microsoft Teams?
Please describe actions that can be performed through the Teams integration if applicable.
Do you have preconnected OCR partners? Please list.
Do you have preconnected e-signature partners (Nitro for example)? Please list
Do you have preconnected contract analytics partners? Please list
Do you implement yourselves or do you use a third party
Please describe your systems back-up capabilities.

Pricing, Licensing, and Implementation:

What do you use to price your offering? Users, licenses, documents, signatures or other?
How many years do you require?
Do you have rideable contracts for best value.
Estimate the number of days to implement 1000 contracts of various types so that post-signature reports and workflows are operational
Estimate the number of days to implement pre-signature negotiation and signature workflows for 10 contract types, and a 40 clauses in the library.

REQUIRED SUBMITTALS:

- A. Implementation Process
- B. Responses to all questions
- C. Milestones/Detailed Timeline
- D. Pricing
- E. References as described in the Scope.



ATTACHMENT B

NON-CONSTRUCTION CONSULTANT AGREEMENT BY AND BETWEEN MAYOR AND CITY COUNCIL OF BALTIMORE AND CONSULTANT'S LEGAL NAME

THIS AGREEMENT (“Agreement”) is entered into by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland, acting by and through the **PROVIDE SPECIFIC DEPARTMENT/AGENCY** (the “City”) and **CONSULTANT'S LEGAL NAME** (the “Consultant”).

RECITALS

WHEREAS, the City has a need for a consultant to **PROVIDE A GENERAL STATEMENT** on behalf of the City; and

WHEREAS, the City hereby wishes to engage the services of the Consultant and the Consultant has agreed to provide the services described herein to the City.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF SERVICES:

- 1.1. The Consultant shall provide services as described in the scope of services and budget, which is attached hereto as **Exhibit A** and incorporated herein (the “Project”). The City, at its discretion, will have the right, at any point prior to completion, to order Consultant in writing to terminate, alter, or modify the services to be performed in whole or in part, even though such termination, alteration, or modification will result in an increase or decrease in the services of the Consultant.
- 1.2. Upon request of the City, the Consultant shall provide draft copies of any reports and/or document deliverables for the City’s review and approval prior to the Consultant’s finalization of the reports and/or document deliverables. If such reports and/or document deliverables do not meet the approval of the City, it will be the responsibility of the Consultant to address any reasonable changes to meet the satisfaction of the City at no additional cost to the City.

2. PROFESSIONAL RESPONSIBILITY:

- 2.1. The Consultant shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder.
- 2.2. The Consultant warrants that it is authorized by law to engage in the performance of the services of this Agreement. The Consultant warrants that it has secured all required licenses and certifications to provide services under this Agreement.

3. CITY’S RESPONSIBILITIES:

- 3.1. The City shall provide the Consultant with access to its offices and personnel as are reasonably required for the Consultant to perform its duties and responsibilities under this Agreement. The City will also make reasonable efforts to provide all relevant and necessary information in its possession requested by the Consultant for this Project.



4. **TERM:**

- 4.1. The term (“Term”) of this Agreement will commence on _____ and will terminate on _____, unless terminated sooner in accordance with this Agreement.

5. **COMPENSATION:**

- 5.1. The Consultant shall provide the services agreed to in this Agreement as identified in **Exhibit A** for a total cost (including fees and expenses) not to exceed **Dollars (\$ _____ .00)**, as set forth in the scope of work and budget (**Exhibit A**). The Consultant agrees that all expenditures are to be made in accordance with the terms and conditions of the funding source identified in **Exhibit B**, attached hereto and incorporated herein. The Consultant agrees to prosecute the work continuously and diligently and that compensation or extension of time resulting from delays, not the fault of the Consultant, shall be determined by the City.
- 5.2. Payment in excess of the amount set forth above will not be made unless there is a mutually agreed upon change in the scope of services which requires an increase in the total Project cost. Such an increase in the total Project cost will only occur through a written amendment to this Agreement which is approved by the parties and the Board of Estimates of Baltimore City (the “Board”), if necessary.
- 5.3. The Consultant shall submit invoices monthly to the City for work performed under this Agreement. Each invoice shall show the number of hours worked, the services performed, and expenses, if any, related to work performed up until the time of invoice submission. Expenses shall include transportation (train, air, taxi, mileage, tolls, and parking), lodging, meals, reproduction costs, and miscellaneous expenses to the extent allowable by the City according to the requirements of its Administrative Manual. Invoices will be structured in a format that is approved by the City.
- 5.4. City shall make its best efforts to pay the Consultant for approved invoices within thirty (30) days of receipt of the invoices for work satisfactorily performed by the Consultant. Under no circumstances shall the City be required to pay any interest or additional charges of any kind whatsoever.

6. **INSURANCE:**

- 6.1. The Consultant shall procure and maintain the following specified insurance coverage during the entire life of this Agreement, including extensions thereof.
- 6.1.1. Professional Liability, Errors, and Omissions Insurance, at a limit of not less than \$1,000,000.00 per occurrence in the event that service delivered pursuant to this Agreement, either directly or indirectly, involves professional services.
- 6.1.2. Technology Liability, Errors, and Omissions Insurance, with annual, aggregate limits of no less than \$1,000,000.00, pertaining to programming errors, software performance, and performance failures rendered by the Consultant or its agents or employees. If coverage is purchased on a “claims made” basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a “claims made” form to an “occurrence” coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a “claims made basis”. Said policy shall be required in the event the services performed, pursuant to this Agreement, either directly or indirectly, involve or require technology related services.
- 6.1.3. Cyber Liability Insurance including but not limited to Network Privacy, Technology, Security, Web-Media Services, Breach Containment, Technology Extortion, and Data Restoration, at a limit of not less than \$1,000,000.00 per occurrence with an aggregate limit of \$1,000,000.00 is required. If coverage is purchased on a “claims made” basis, the Consultant warrants continuation of



coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination, and/or conversion from a “claims made” form to an “occurrence” coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a “Claim’s Made Basis”. Said policy shall be required in the event the services performed, pursuant to this Agreement, either directly or indirectly, involve or require technology related services.

- 6.1.4.** Workers’ Compensation coverage as required by the State of Maryland or other applicable State’s law.
- 6.1.5.** Commercial General Liability Insurance, at a limit of not less than \$1,000,000.00 per occurrence for claims arising out of bodily injuries or death, and property damages, including products and completed operations coverage. For those policies with aggregate limits, a minimum limit of \$1,000,000.00 is required. Such insurance shall include contractual liability insurance.
- 6.1.6.** Business Automobile Liability at limits of not less than \$1,000,000.00 per occurrence for claims arising out of bodily injuries or death, and property damages. The insurance shall apply to any owned, non-owned, leased or hired automobiles used in the performance of this Agreement.
- 6.2.** The Consultant’s insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.
- 6.3.** To the extent of the Consultant’s negligence, the Consultant’s insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or agents shall not contribute with the Consultant’s insurance or benefit the Consultant in any way.
- 6.4.** Required insurance coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days’ prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days’ notice of cancellation.
- 6.5.** Unless otherwise approved by the City, insurance is to be placed with insurers with a Best’s rating of no less than A:VII, or, if not rated with Best’s, with minimum surpluses the equivalent of Best’s surplus size VII and said insurers must be licensed/approved to do business in the State of Maryland.
- 6.6.** The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents shall be covered, by endorsement, as additional insured as respects to liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement.
- 6.7.** The Consultant shall furnish to the City a “Certificate of Insurance”, with a copy of the additional insured endorsement as verification that coverage is in force. The City reserves the right to require complete copies of insurance policies at any time.
- 6.8.** Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance or complete copies as required shall be a default by the Consultant under this Agreement.
- 6.9.** Notwithstanding anything to the contrary in any applicable insurance policy, the Consultant expressly warrants, attests and certifies that there are no carve outs or exclusions to the policy coverage and limitations stated herein, except as required by law.

7. INDEMNIFICATION:



- 7.1. The Consultant shall indemnify, defend and hold harmless the City, its elected/appointed officials, employees, and agents from any and all claims, demands, liabilities, losses, damages, fines, fees, penalties, costs, expenses, suits, and actions, including attorneys' fees and court costs, connected therewith, brought against the City, its elected/appointed officials, employees, and agents, arising as a result of: (a) breach of the Consultant's representations, warranties, covenants, or agreements under this Agreement; (b) the Consultant's violation or breach of any federal, state, local, or common law, regulation, law, rule, ordinance, or code, whether presently known or unknown; (c) breach of the Consultant's confidential obligations, including data security and privacy obligations; (d) any claim that the intellectual property provided by the Consultant within the scope of this Agreement infringes any patent, copyright, trademark, license or other intellectual property right; and (e) any direct or indirect, willful, negligent, tortious, intentional, or reckless action, error, or omission of the Consultant, its officers, directors, employees, agents, or volunteers in connection with the performance of this Agreement, whether such claims are based upon contract, warranty, tort, strict liability or otherwise. This requirement shall be included in all subcontractor or subconsultant agreements.
- 7.2. The City shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall the Consultant settle any such claim, lawsuit or proceeding without City's prior written approval. In the event of any liability claim against the Consultant, the Consultant shall not seek to join the City, its elected/appointed officials, employees, or agents in such action or hold such responsible in any way for legal protection of the Consultant.
- 7.3. The Consultant represents and warrants to the City that any concepts, idea, studies, models, presentations, graphics, images, maps, guides, photos, printed materials, reports, brochures, operating manuals, designs, data, electronic files, software, processes, plans, procedures or other materials prepared or used by the Consultant in performance of services under this Agreement (the "Property") do not infringe or otherwise violate any intellectual property right of others, including patent, copyright, trademark, or trade secret.
- 7.4. Should the Property become, or in the Consultant's opinion be likely to become, the subject of any intellectual property claim, the City may at its sole option direct the Consultant to (i) procure for the City the right to continue using the Property, (ii) replace or modify the Property so as to make it non-violating, or, if (i) and (ii) are not commercially reasonable, (iii) terminate this Agreement and the City shall be entitled an equitable adjustment in accordance with the Agreement.
- 7.5. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

8. **TERMINATION:**

- 8.1. **Termination for Cause.** If the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the representations, warranties, covenants, terms or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, provided the Consultant has failed to cure such violation within ten (10) days after receiving written notification from the City. The Consultant will receive compensation for actual hours worked and actual expenses incurred for any approved invoices related to work completed prior to such termination pursuant to the terms of this Agreement. Notwithstanding the above, the Consultant shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement.
- 8.2. **Termination for Convenience.** The City shall have the right to terminate this Agreement at any time during the Term of this Agreement, for any reason, including without limitation, its own convenience, upon thirty (30) days' prior written notice to the Consultant. If this Agreement is so terminated and the Consultant shall not have been in default, the Consultant will be compensated for all work accomplished, but not yet paid for, in accordance with the provisions of this Agreement. The Consultant will not receive any further payments under this Agreement.



8.3. Appropriations. The payment of invoices and any amounts due the Consultant under this Agreement is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and Code. If funds are not appropriated for payment under this Agreement, the City may terminate this Agreement without the assessment of any charges, fees or financial penalties against the City by providing written notice of intent to terminate to the Consultant. The Consultant shall not begin any additional work or services related to this Agreement upon receipt of notification of intent to terminate by the City.

9. RETENTION OF RECORDS:

9.1. The Consultant shall retain and maintain all records and documents relating to this Agreement for a minimum of five (5) years from the date of final payment under this Agreement or pursuant to any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined by the City. The Consultant shall make such records and documents available for inspection and audit at any time to authorized representatives of the City, and if applicable to state and/or federal government authorized representatives. If the Consultant should cease to exist, custody of all records related to this Agreement will be transferred to the City.

10. AUDITS:

10.1. At any time during business hours and as often as the City may deem necessary, there shall be made available to the City for examination, the Consultant's records with respect to matters covered by this Agreement. The Consultant shall permit the City to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

11. OWNERSHIP OF THE DELIVERABLES:

11.1. To the extent any graphics, images, maps, guides, photos, printed materials, brochures, operating manuals, designs, data, processes, plans, procedures and information prepared by the Consultant in performance of services under this Agreement include material subject to copyright protection, such materials have been specifically commissioned by the City and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. The Consultant shall secure a "work for hire" agreement on behalf of the City for any subcontractor who provides materials for this Agreement.

11.2. To the extent any of the materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, the Consultant hereby assigns to the City all right, title, and interest in and to any intellectual property, reports, deliverable, and materials created by the Consultant in accordance with this Agreement, and the City shall have the right to obtain and hold in its own name any copyrights, registrations, and other proprietary rights which may be available.

11.3. The City shall own all reports and/or document deliverables and has sole discretion on how such reports and/or document deliverables are to be used.

12. CONFIDENTIALITY:

12.1. The Consultant agrees that any confidential information received from the City or its personnel in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of City or pursuant to applicable federal, state, or local laws. The provisions of this Section shall remain binding upon the Consultant after the expiration or earlier termination of this Agreement.

12.2. The Consultant shall comply with all applicable federal and state confidentiality requirements regarding personal information, including Md. Code Ann. State Gov. §10-1301 et seq.



12.3. As required under the Maryland Public Information Act, the Consultant shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal information disclosed to the Consultant by the City or other government agencies and which are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction.

12.4. If the Consultant becomes aware of any unauthorized access to, disclosure of, use of, or damage to the confidential information, the Consultant shall within forty-eight (48) hours notify the City of all facts known to it concerning such unauthorized access, disclosure, use, or damage. Additionally, the Consultant shall use diligent efforts to remedy such breach of security or unauthorized access that is caused by or attributed to the Consultant's or its officers, directors, employees, subcontractors, agents, or volunteers in a timely manner, be responsible for any remedial measures required by statute, assist and cooperate with the City in any litigation against third parties that the City undertakes to protect the security and integrity of the confidential information, and deliver to the City, if requested, the root cause assessment and future incident mitigation plan with regard to any such breach of security or unauthorized access. The Consultant shall comply with all applicable U.S. and international laws governing or relating to privacy, data security and the handling of data security breaches.

13. **PUBLICATION:**

13.1. Prior to any advertising, publicity, or promotional materials initiated by the Consultant relating to the services under this Agreement, the Consultant shall obtain prior written approval regarding such promotional materials from the City before such materials can be released. Materials shall be presented to the City for prior written approval and shall be returned to the Consultant in a timely manner. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

14. **MODIFICATIONS AND AMENDMENTS:**

14.1. Any and all modifications, alterations, or amendments to the provisions of this Agreement must be by means of a written amendment that refers to and incorporates this Agreement, is duly executed by an authorized representative of each party, and is approved by the Board, if necessary. No modifications, alterations, or amendments of this Agreement are valid and enforceable unless the above requirements have been satisfied.

15. **COMPLIANCE WITH LAWS:**

15.1. The Consultant hereby represents, warrants, covenants, and agrees that:

15.1.1. 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;

15.1.2. The Consultant's name in this Agreement is its full legal name;

15.1.3. It has the requisite corporate power (if applicable), authority and legal capacity to enter into this Agreement and fulfill its obligations hereunder;

15.1.4. The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body (if applicable);

15.1.5. During the Term, it will comply with all federal, state and local laws, ordinances, rules and regulations, including interim expenditure and annual report requirements, and applicable codes of ethics pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted;



15.1.6. There are no suits or proceedings pending or threatened, whether in law or in equity, to the best of the Consultant's knowledge, which if adversely determined, would have a material adverse effect on the financial condition or business of the Consultant; and

15.1.7. It has obtained, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to perform its obligations under this Agreement.

15.2. The Consultant's violation of the above representations and warranties shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

16. DISPUTES:

16.1. The City shall in all cases, determine the amount or quantity, quality, and acceptability of the work and materials which are to be paid under this Agreement; shall decide all questions in relation to said work and the performance thereof, and; shall, in all cases, decide questions which may arise relative to the fulfillment of this Agreement or to the obligations of the Consultant thereunder. To prevent disputes and litigation where the Consultant is not satisfied with the decision of the City, the Consultant shall submit the claim to the head of the City agency (or his/her designee), who will decide any dispute between the Consultant and the City, and the head of the City agency's determination, decision and/or estimate shall be a condition precedent to the right of the Consultant to receive any monies under this Agreement, and is subject to review on the record by a court of competent jurisdiction.

17. CITY REQUIREMENTS:

17.1. Nondiscrimination.

17.1.1. The Consultant shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

17.1.2. The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. The Consultant shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. The Consultant understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

17.1.3. Upon the City's request, and only after the filing of a complaint against the Consultant pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, the Consultant agrees to provide the City, within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Consultant has used in the past four (4) years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non-



Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. The Consultant understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment, and other sanctions.

- 17.2. **MBE/WBE.** The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women’s Business Enterprise), as amended, are hereby incorporated by reference into this Agreement. If applicable, failure of the Consultant to comply with this subtitle shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant. The Consultant will make good faith efforts to utilize minority and women’s business enterprises and maintain records reasonably necessary for monitoring compliance with this subtitle. *(See Art. 5, § 28-54, Baltimore City Code)*
- 17.3. **Local Hiring.** Due to the funding source, Local Hire does not apply to this Agreement.
- 17.4. **Conflict of Interest.** No elected official of the City, nor other officer, employee or agent of the City who exercises any functions or responsibilities in connection with this Agreement, shall have any personal interest, direct or indirect, in this Agreement. By executing this Agreement, the Consultant asserts that it has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with this Agreement. The Consultant agrees to refrain from entering into all such practices or agreements during the Term of this Agreement (and any extensions thereto) that could give rise to a conflict of interest. Furthermore, the Consultant asserts that it has fully disclosed to the City any and all practices and/or agreements of whatever nature or duration that could give rise to a conflict of interest and will continue to do so during the Term of this Agreement and any extensions thereto.
- 17.5. **Unfair Labor Practices.** Notwithstanding any other provisions in instant Agreement, the Consultant shall comply with the terms of the Board Resolution dated June 29, 1994 (if applicable) which states as follows:
 - 17.5.1. Consultants, contractors, subcontractors, their agents and employees may not engage in unfair labor practices as defined under the National Labor Relations Act and applicable federal regulations and state laws.
 - 17.5.2. Consultants, contractors, subcontractors, and their agents may not threaten, harass, intimidate or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievance.
 - 17.5.3. If the Board determines that a consultant, contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said consultant, contractor, or subcontractor will be disqualified from bidding on City contracts, and if they are currently completing contracts, they will be found in default of their contracts.
- 17.6. **No Dumping.** The Consultant’s violation of any provision of City Health Title 7 {“Waste Control”}, Subtitle 6 {“Prohibited Disposal”}, constitutes a breach of this Agreement; and the City may determine, in its discretion, whether the violation is a material breach warranting termination of this Agreement.

18. **STATE REQUIREMENTS:**

- 18.1. **Political Contribution Disclosure.** The Consultant is aware of, and will comply with all applicable provisions of the Maryland Annotated Code, Election Law Article, §14-101 et seq., “Disclosure By Persons Doing Public Business”, (“Election Law”). The Consultant certifies, in accordance with §14-107 of the Election Law, that it has filed the statement required under §14-104(b)(1) of the Election Law.

19. **MISCELLANEOUS PROVISIONS:**



19.1. No Waiver. A party’s failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

19.2. Severability. Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.

19.3. Governance.

19.3.1. This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, including the applicable statute of limitations, without regard to the conflict of law rules.

19.3.2. The legal venue of this Agreement and any disputes arising from it shall be settled in Baltimore City, Maryland. The Consultant hereby irrevocably waives any objections and any right to immunity on the ground of venue or the convenience of the forum, or to the jurisdiction of such courts or from the execution of judgments resulting therefrom.

19.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective personal and legal representatives, successors, guardians, heirs and permitted assigns of the parties hereto and all persons claiming by and through them.

19.5. Agency. Nothing herein contained shall be construed to constitute any party the agent, servant or employee of the other party, except as specifically provided in this Agreement. No party has the authority to act as an agent of the other party except as specifically provided in this Agreement.

19.6. Notice.

19.6.1. All notices, requests, claims, demands and other communications required or permitted under this Agreement (collectively, “Notices”) shall be in writing and be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing to the following:

FOR THE CITY:

Director’s Name, Title
 Name of Department, Title
 Address
 City, State Zip Code
 Email

FOR THE CONSULTANT:

Consultant’s Legal Name
 Name, Title
 Address
 City, State Zip Code
 Email

19.6.2. All Notices shall be effective upon receipt by the party to which notice is given.

19.7. Payment to the City. Any payment(s) to the City or any of its Departments, Agencies, Boards or Commissions due under the terms of this Agreement or arising incident thereto shall be made to the Director of Finance and be mailed or delivered to: Director of Finance c/o Bureau of Revenue Collections Abel Wolman Municipal Building 200 N. Holliday Street Baltimore, MD 21202. Wiring instructions may be obtained from the Bureau of Treasury Management.

19.8. Non-Hiring of Officials and Employees. The Consultant agrees that no official or employee of the City, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement, shall during the pendency and terms of this Agreement and while serving as an official or employee of the City become or be an employee of the Consultant or any entity that is a subcontractor



of the Consultant on this Agreement.

- 19.9. **Gender.** Words of gender used in this Agreement may be construed to include any gender; words in the singular may include the plural of words, and vice versa.
- 19.10. **Headings.** Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement.
- 19.11. **Multiple Copies.** This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
- 19.12. **Recitals.** The recitals are hereby incorporated as part of this Agreement.
- 19.13. **Survival.** The representations, warranties, covenants, promises, and agreements contained in this Agreement shall survive the execution and consummation of this Agreement, and shall continue until the applicable statute of limitations shall have barred any claims thereon.
- 19.14. **Interpretation.** In the event of an ambiguity or question as to the meaning of any provision of this Agreement, or a conflict, or inconsistency between similar terms, conditions, or language between or within this Agreement and the provisions of any exhibit or schedule attached hereto or any document referred to herein, the interpretation placed thereon by the City shall be final and binding on the parties hereto, provided that any such interpretation shall not be unreasonable.
- 19.15. **Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- 19.16. **Independent Contractor.**
- 19.16.1. It is agreed by the parties that at all times and for all purposes hereunder that the Consultant is not an employee of the City. No statement contained in this Agreement shall be construed so as to find the Consultant or any of its employees, subcontractors, servants, or agents to be employees of the City, and they shall be entitled to none of the rights, privileges, or benefits of employees of the City.
- 19.16.2. The Consultant warrants that individual(s) performing work under this Agreement shall be employee(s) of the Consultant for all purposes, including but not limited to unemployment insurance, tax withholdings, workers compensation coverage as required by applicable federal and state law.
- 19.17. **Contingent Fee Prohibition.** The Consultant 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 Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.
- 19.18. **Assignability/Subcontracting.** The Consultant shall not assign, transfer, or subcontract any part of this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.
- 19.19. **Further Assurances.** Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to this Agreement. Furthermore, the Consultant agrees to comply with the City's Electronic Communications Policy and will execute the Acknowledgment of Electronic Communications Policy



(AM-118-1-1) prior to commencing any work pursuant to this Agreement, if applicable.

- 19.20. Force Majeure.** Neither party will be liable for its non-performance or delayed performance if caused by a “Force Majeure” which means an event, circumstance, or act of a third party that is beyond a party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (15) calendar days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties may modify this Agreement in accordance with the requirements herein.
- 19.21. Entire Agreement.** This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. The parties do not intend to sign this Agreement under seal to make it a specialty under Maryland law and hereby agree to impose the standard statute of limitations on this Agreement.
- 19.22. Null and Void.** Should this Agreement not be approved by the Board, it shall be considered null and void.

[SIGNATURE PAGE FOLLOWS]



THIS AGREEMENT represents the full intent and interest of the parties hereto as evidenced by their respective signatures affixed below.

MAYOR AND CITY COUNCIL OF BALTIMORE

By: _____
Name/Title: _____
Department: _____

CONSULTANT'S LEGAL NAME

By: _____ (Seal)
Name, Title: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

APPROVED BY THE BOARD OF ESTIMATES

Assistant/Chief Solicitor

Clerk

Date



ATTACHMENT C

Exhibit
Requirements of the Funding Source

FUNDING SOURCE IDENTIFICATION

City: Mayor and City Council of Baltimore, through its Baltimore City Office of Information & Technology
Contractor/Consultant: _____ (“Contractor”)

Source of Funding:	Federal – ARPA	City	
Name of Awarding Agency:	Department of Health and Human Services		
Award Title:	Baltimore City: Strengthening Public Health Infrastructure, Workforce, and Data Systems		
Assistance Listing Number:	93.967		
City Award Identification Number:			
Term of Contract:	Dec. 1, 2022 – Nov. 30, 2027		
Contract Amount:	\$	\$	\$
Cost Center:			
Worktag:			

1. The Contractor acknowledges that the funding of the Agreement which this Exhibit is attached to is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, the Contractor shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals.

Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:

- **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This includes, but is not limited to, compliance with Subpart F Audit Requirements, 2 C.F.R. § 200.303 regarding internal controls, and §§ 200.330 through 200.332 regarding subrecipient monitoring and management; and**
- **45 C.F.R. Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. This includes, but is not limited to, compliance with Subpart F Audit Requirements, 45 C.F.R. § 75.303 regarding internal controls, and §§ 75.330 through 75.332 regarding subrecipient monitoring and management.**

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of the Agreement, or the provisions of state law or regulation, and except as otherwise required under federal, state, or city law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. The Contractor, hereby agrees and acknowledges that Contractor will reimburse the City in a sum equivalent to the amount of any disallowed expenditures in the event that the City, through audit exception or other action, determines that the Contractor’s expenditure of funds, performance of work or submittal of documentation of work performed under this Agreement, including but not limited to work performed by any subcontractor under the Agreement, was not performed in compliance with the Agreement, including this Exhibit or other applicable law. Further, the City reserves the right to set-off any reimbursement obligations owed to the City by Contractor under



this provision against any request for payment under the Agreement. This reimbursement obligation will terminate upon the expiration of five (5) years after the expiration or termination of the Agreement.

5. The Contractor agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state or local statute, ordinance, rule or regulation or by policy adopted or issued by the City, State, or Federal government.

GENERAL REQUIREMENTS OF FEDERAL FUNDING SOURCE:

1. Remedies.

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provides for such sanction and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A; 45 C.F.R. Part 75, Appendix II ¶ A.
- b. Compliance. The parties shall comply with the administrative, contractual, or legal remedies in the Agreement for when the Contractor violates or breaches the contract terms and shall comply with the applicable sanctions and penalties as appropriate in the Agreement.

2. Termination for Cause and Convenience.

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B; 45 C.F.R. Part 75, Appendix II ¶ B.
- b. Compliance. The parties shall comply with the termination for cause provision and the termination for convenience provision in the Agreement.

3. Rights to Inventions Made Under a Contract or Agreement.

- a. Standard. If the federal awarding agency award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F; 45 C.F.R. Part 75, Appendix II ¶ F.
- b. Compliance. The parties shall comply with the above Standard, if applicable.

4. Clean Air Act and the Federal Water Pollution Control Act.

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 -1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G; 45 C.F.R. Part 75, Appendix II ¶ G.
- b. Compliance. Insertion of the following suggested language:

Clean Air Act

1. The contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 -1387). Violations must be reported to the federal funding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G;



45 C.F.R. Part 75, Appendix II ¶ G.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

5. Debarment and Suspension.

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and federal awarding agency's regulations on debarment and suspension. See 2 C.F.R. Part 200, Appendix II, ¶ H; 45 C.F.R. Part 75, Appendix II ¶ H.

b. Compliance. Insertion of the following suggested language:

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Byrd Anti-Lobbying Amendment.

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee



of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. See 2 C.F.R. Part 200, Appendix II, ¶ I; 45 C.F.R. Part 75, Appendix II ¶ I.

- b. Compliance. Insertion of the following suggested language and certification:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7. Procurement of Recovered Materials.

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.323; 45 C.F.R. Part 75, Appendix II ¶ J; and § 45 C.F.R. 75.331.
- b. Compliance. Insertion of the following suggested language:

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- a. Standard. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology of any system. See 2 C.F.R. Part 200, Appendix II, ¶ K; and 2 C.F.R. § 200.216.
- b. Compliance. The Contractor agrees to comply with Public Law 115-232, section 889, and 2 C.F.R. § 200.216. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the



Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. **Domestic Preferences for Procurements.**

- a. **Standard.** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete; glass, including optical fiber; and lumber. See 2 C.F.R. Part 200, Appendix II, ¶ L; 2 C.F.R. § 200.322.
- b. **Compliance.** The Contractor agrees to comply with 2 C.F.R. § 200.322.

10. **Access to Records.**

- a. **Standard.** The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity’s personnel for the purpose of interview and discussion related to such documents. See 2 C.F.R. § 200.337; 2 C.F.R. § 75.364.
- b. **Compliance.** Insertion of the following suggested language:
 - i. The Contractor agrees to provide the Federal awarding agency, Inspectors General, the Comptroller of the United States, or any of their authorized representatives access to any documents, papers, or other records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. The Contractor agrees to permit any of the foregoing parties to reproduce by means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. The Contractor agrees to provide the Federal awarding agency Administrator or his/her authorized representatives access to construction or work sites pertaining to the work being completed under the Agreement.
 - iv. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Federal awarding agency Administrator or the Comptroller General of the United States.

11. **Required Disclosures.** Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:



CDC, Office of Grants Services
Dawn Amaker, Grants Management Specialist
Centers for Disease Control and Prevention
Branch 3
2939 Brandywine Rd, Cube 2222, MSTV-2
Atlanta, GA 30341
Email: qtr5@cdc.gov (Include “Mandatory Grant Disclosures” in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include “Mandatory Grant Disclosures” in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov