



University of Maryland University College

**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**

**REQUEST FOR PROPOSAL  
for  
ONLINE DIGITAL ADVERTISING PLACEMENT AND MEDIA BUYING**

**SOLICITATION No.: 91435**

**ISSUE DATE: SEPTEMBER 8, 2016**

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The following documents are posted at [www.umuc.edu/procurement](http://www.umuc.edu/procurement) under the Solicitation Number 91435.

## SECTION I

### GENERAL SOLICITATION INFORMATION

#### Issuing Office:

University of Maryland University College  
Office of Procurement Services, Room 4100  
3501 University Blvd. East  
Adelphi, MD 20783

Attn: Beth Vu Kirk, Asst. Director of Procurement  
University of Maryland University College  
Goods and Non-Technology Services  
3501 University Boulevard East  
Adelphi, Maryland 20783  
[beth.kirk@umuc.edu](mailto:beth.kirk@umuc.edu)

and

Sharon Barry, Director of Procurement  
University of Maryland University College  
Goods and Non-Technology Services  
3501 University Boulevard East  
Adelphi, Maryland 20783  
[sharon.barry@umuc.edu](mailto:sharon.barry@umuc.edu)

#### Questions and Inquiries:

All questions and inquiries regarding this procurement are to be directed to the individuals referenced with the Issuing Office above. All such questions and inquiries must be received by the dates established for each phase of the procurement per the Solicitation Schedule. Questions are to be submitted in writing via e-mail to the people identified above. Inquiries will receive a written reply via an addendum to the Solicitation. Addenda will be sent electronically to all known holders of the Solicitation as well as posted on UMUC's electronic bid board, without identification of the inquirer.

Note: The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation. All questions regarding this solicitation shall be directed in writing via email to the two (2) people noted above in the Issuing Office. Refer to the Solicitation Schedule for the due date for questions related to the Portfolio Phase.

This project will be managed by the University of Maryland University College's (UMUC's) Office of Marketing Optimization with contract assistance from UMUC's Office of Procurement.

**SECTION II**  
**SOLICITATION SCHEDULE**

Issue Date:	September 8, 2016
<b>Phase 1:</b> Portfolio Submission Date:	<b>September 14, 2016, 4:00 P.M. EDT</b>
Note: No questions will be accepted during Phase 1.	
Establish Shortlist from Phase 1 Submittal:	September 19, 2016
<b>Phase 2:</b> Issue Scope of Work (SOW) to Shortlisted Vendors:	September 19, 2016
Questions Regarding SOW Solicitation Due:	September 23, 2016, by 2:00 P.M. EDT
<b>Technical and Price Proposal Due:</b>	<b>September 30, by 4:00 P.M. EDT</b>
Establish Second Shortlist from Initial Technical Evaluation:	October 5, 2016
<b>Phase 3:</b> Anticipated Oral Presentation/Interviews: (Second Shortlisted firms. If required and invited by UMUC)	October 10, 11, and 12, 2016
Establish Final Shortlist from Phase 3 Orals/Interviews:	October 12, 2016
<b>Phase 4:</b> Anticipated Oral Presentation/Interviews: (Final Shortlisted firms. If required and invited by UMUC)	October 17 and 18, 2016
Anticipated Contractor(s) Selection finalized:	October 20, 2016
Agreement executed with selected Contractor(s) by:	November 1, 2016 (Projected)
Anticipated Board of Regents approval by:	December 9, 2016
Anticipated Board of Public Works approval by:	January 4, 2017
Contract Commencement:	January 6, 2017 (Projected)

## SECTION III

### INTRODUCTION AND PROCESS

#### 1. Summary:

**1.1 Objective.** The University of Maryland University College (UMUC or the University) is soliciting proposals for online digital advertising placement and media buying services. The selected contractor(s) will work with the Office of Marketing Optimization to achieve the University's goals for growth and enhancing the brand. The selected contractor(s) must have a successful record of assisting organizations achieve their goals through innovative, cutting edge online digital advertising and media buying. UMUC is looking for strategic partner(s)—sophisticated, highly integrated and engaged firm(s) with strong subject matter expertise, and a proven, results-oriented background in online acquisition marketing. Only Proposers with experience purchasing a minimum annual digital media expenditure of \$5 million within the last two years for a single client shall be susceptible for an award.

It is anticipated that multiple contracts may result from this solicitation.

The University System of Maryland is committed to a quality-based selection process for the procurement of online digital advertising placement and media buying services.

The selection process, as detailed in Sections IV and V of this Solicitation is will be done in four (4) phases, as follows:

**Phase 1:** Portfolio Submission

- Establish Shortlist from Phase 1 Submittal

**Phase 2:** Issue Scope of Work (SOW) to Shortlisted Vendors

- Establish Second Shortlist from Initial

**Phase 3:** Anticipated Oral Presentation/Interviews

(Second Shortlisted firms. If required and invited by UMUC)

- Establish Final Shortlist from Phase 3 Orals/Interviews

**Phase 4:** Anticipated Oral Presentation/Interviews

(Final Shortlisted firms. If required and invited by UMUC)

- Contractor(s) Selection finalized

Note: As the procurement progresses, UMUC reserves the right to revise the anticipated phases. As well, as the procurement progresses, UMUC will provide to the shortlisted firms at each phase and at the appropriate time, additional information regarding the Services.

**1.2 Background.** Founded in 1947, University of Maryland University College (UMUC) is one of 12 degree-granting institutions in the University System of Maryland (USM). Headquartered in Adelphi, Maryland, UMUC is a global university, serving more than 82,000 students worldwide, including 52,000 active-duty military service members, reservists, veterans, and their family members. It is the largest public university in the nation and one of the largest educational providers to the U.S. military. UMUC has been growing consistently for the past several years, and it is the intent of the university to accelerate profitable growth while maintaining high quality. The significant gap in higher

education attainment in the USA can be partially addressed by UMUC services, and it is our mission to boldly do so.

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

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

**1.3 Procurement Regulations.** This RFP shall be conducted in accordance with USM Procurement Policies and Procedures. The procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at <http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>.

**1.4 Late submittals will not be accepted.**

Proposals are to be submitted in accordance with this Section to University of Maryland University College's Issuing Office. The time on the 'sent' email or the "time stamp" on the email from the Proposer will be used to determine timeliness.

Refer to the Solicitation Schedule for information regarding subsequent submittals during the procurement process.

**1.5 Minority Business Enterprises (MBE) and Small Business Enterprises (SBE).** Minority participation is important to UMUC and the State of Maryland. State-certified Minority Business Enterprises (MBE) and Small Business Enterprises (SBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT) or by Department of General Services (DGS) eMaryland Marketplace, MBEs and SBE's are encouraged to initiate certification as soon as possible. For more information on the State's MBE and SBE programs or questions related to registration and certification, please contact the following:

MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html> .

Department of General Services (DGS) eMaryland Marketplace, visit [www.smallbusinessreserve.maryland.gov](http://www.smallbusinessreserve.maryland.gov) for additional information.

**1.6 Term of Contract.**

The initial term of this Contract shall commence on or around **January 6, 2017, and conclude January 5, 2018**. There will be four (4) one (1)-year renewal options at the sole discretion of UMUC. The maximum aggregate spend for all contracts resulting from this Solicitation shall not exceed \$80M. UMUC does not guarantee the number of media

buys/projects requiring services from any vendor awarded a contract. UMUC will not be required to solicit all awarded vendors, either individually or collectively, when the need for services arises.

**1.7 Acceptance of Terms and Conditions.**

By submitting an offer in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the contract by reference.

**1.8 Proposal and Contract Security.**

Not applicable to this procurement.

**1.9 Confidentiality of University's and/or Proposers' Information** – Refer to Section 11 and 29 of Appendix S. Please note that per Section 11 of this Appendix, a blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld by UMUC.

**1.10 Post-Award Confidentiality.**

Refer to Appendix C for the confidentiality obligations of awardee(s) and UMUC.

**1.11 Award Eligibility.**

Offeror's who have no operations in the United States shall not be considered for an award. Only Proposers with experience purchasing a minimum annual digital media expenditure of \$5 million within the last two years for a single client shall be susceptible for an award.

## SECTION IV

### PORTFOLIO SUBMITTAL

#### A. Phase 1: Portfolio

As the initial phase of this procurement, interested Firms are to submit a Portfolio that provides evidence of its qualifications and experience in providing successful and innovative, cutting edge online digital advertising and media buying, in accordance with this Section.

Portfolios shall be submitted electronically to the two (2) individuals at the Issuing Office no later than the date and time specified in the Solicitation Schedule. Proposals should be succinct and focused. It is expected that the Portfolio (excluding a transmittal letter, table of contents, and the Portfolio Submittal Form) shall not exceed ten (10) pages. Proposers are to utilize the **Portfolio Submittal Form** (Attachment A) to submit your firm's responses to the required Portfolio Contents listed below in Section 1 of Phase 1: Portfolio.

Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered. **Hyperlinks to software products sent to UMUC's Issuing Office that indicate that the Proposal/Portfolio are posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e. a Click through Agreement) are required to be accepted by UMUC in order to download the Portfolio.** By providing the Portfolio to the University in electronic format, the proposing firm is granting the University the permission to copy and/or transmit the Portfolio to appropriate internal University staff for evaluation purposes.

#### 1. Portfolio Contents:

##### 1.1 Firm Experience and References:

- A. Provide a brief history of the company including the number of years providing online digital advertising placement and media buying services. Include your firm's headquarters location and location of office that will service UMUC. If applicable, provide a link to your firm's website.
- B. Provide a minimum of three (3) client references (contact name, company name, scope of services, and telephone number including extension numbers). UMUC reserves the right to contact references not provided in the proposal/portfolio.

Note: UMUC may request additional references

- ##### 1.2 Media Optimization:
- Provide a detailed and concise narrative of your approach to identifying and implementing optimizations to improve media efficiency. Include sample reporting.

- ##### 1.3 Client List and Business Scale:
- Provide a list of your **top five (5) relevant clients** for digital media purchasing and their current estimated annual digital media spend placed with your firm. Provide a brief description of the service provided and noteworthy successes/outcome. Your firm may include other



relevant and noteworthy clients, their estimated annual digital media spend must be included. At minimum, one of the five clients must be a client that has/d an annual digital media expenditure purchased by your firm of \$5 million or more.

- 1.4 Proposed Key Personnel Qualifications:** Provide the name(s) for the proposed team, inclusive of position(s) and applicable background. It is expected by UMUC that the Lead Consultant will be responsible for the management of all work associated with the resulting contract and will have the capability of pulling in the firm's staff resources as needed. The Executive-in-Charge is the person responsible for adequate resources being designated for this contract as well as for issue escalation/resolution.

A brief description/summary of Key Personnel qualifications and expertise should be included. In addition, include any awards or recognitions earned by your firm or the proposed team member. Lastly, describe the Proposer's proposed staffing including management and escalation procedures to support UMUC's account. (Identify sub-contractual personnel, if applicable.)

## **2. Portfolio Evaluation:**

The intent of the Portfolio Phase (Phase 1) is to provide Firms an opportunity to present their firm's experience.

Portfolio submittals shall be evaluated based on:

1. Qualifications of the Firm specifically in Online Digital Optimization and Media Buying;
2. Qualifications of the Team specifically in Online Digital Optimization and Media Buying;

A University Qualification Committee ("the Committee") will evaluate the Portfolios for applicability and similarity to the University's needs/requirements, including, but not limited to, experience, technology and approach in media optimization for the purpose of establishing a shortlist of qualified Firms. Short-listed firms will be provided the Scope of Work and invited to submit a Technical and Price Proposal. Firms that are further short-listed will be invited to attend an oral/discussion session/s as described in Phase 3 and 4. The evaluation process will be facilitated by the University's Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate University staff and/or additional assistance from any other source at any time.

The Committee will rank the Portfolios and submit a short list of proposers for further consideration to the Procurement Officer. The Procurement Officer will ratify the recommended shortlist and will notify proposers of the results of the evaluation.

## SECTION V

### ANTICIPATED PHASES FOLLOWING PORTFOLIO PHASE

#### A. Anticipated Phases 2 through 4 of the Procurement:

##### 1. Phase 2: Issue Scope of Work (SOW) to Shortlisted Vendors:

Following the Portfolio Phase, **only** the short listed firms as determined by the ranking resulting from the portfolio review process will be provided the SOW and invited to submit a Technical and Price Proposal.

##### 2. Phase 3 – Oral Presentations/Interviews: Following the evaluation of all submitted Technical Proposals, **only** further short listed firms as determined by the ranking resulting from the portfolio review process will be invited to attend an Oral Presentation/Interview Session (Phase 3). The purpose of the Oral Presentations is to allow the Proposer to explain its qualifications, skills of the proposed team as they apply to the requirements of UMUC's Services.

**The criteria and format of the oral presentation** will be provided to the shortlisted Firms in writing at the time of the scheduling of oral presentations. (Refer to Solicitation for anticipated date of notification regarding the shortlist.) The actual time(s) of the Oral Presentations on the date(s) shown in the Solicitation Schedule will be set by the University upon completion of the technical evaluation. **Proposers are advised to set aside these dates in their entirety.** Proposers must determine how it can best present its team members and key personnel's qualifications. The Procurement Officer will advise each final shortlisted Firm of the date and time for its Oral Presentation.

##### 3. Phase 4 - Oral Presentations/Interviews: The short-listed firms following Phase 3, Oral Presentations/Interviews may be invited to Phase 4, Oral Presentations/ Interviews, at UMUC's discretion.

**Note:** Proposers are encouraged to submit the best possible proposal at each opportunity for submittal or presentation as UMUC reserves the right to re-sequence the phases and/or waive Phase 2 and/or 3 if deemed in its best interest to do so. UMUC may not invite all shortlisted firms at any phase to present their proposal if UMUC deems it unnecessary for further examination or clarification.

Details will be provided to the shortlisted firms per the Solicitation Schedule.

#### B. Recommendation of Award or Further Discussions:

The University reserves the right to recommend an Offeror for contract award based upon the Offeror's technical proposal and price proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

### **C. Contract Agreement:**

The Contract to be entered into as a result of this RFP (the “Contract” or “Agreement”) shall be by and between the Proposer as Vendor/Contractor/Firm and UMUC in the form of an University Contract and shall contain the mandatory provisions included herein in Appendix C as well as any additional terms required by UMUC or the State of Maryland. (Note: The Contract in Appendix C may be revised as the procurement progresses) By submitting an Offer (i.e. the firm’s Technical and/or Price Proposal, either individually or collectively, is/are considered an Offer), the Vendor/Contractor warrants that they have reviewed Appendix C and will execute a contract a) in substantially the same form and b) with these mandatory terms and conditions upon request by UMUC. Proposers should not assume that any term and condition of the Contract is negotiable. Exceptions may disqualify your firm’s response.

The award will be subject to the approval of the State of Maryland Board of Public Works. Upon receipt of all required approvals, the University will execute the Contract with the awarded firms.

## ATTACHMENT A

### Portfolio Submittal Form

<b>1.1 A. Firm Experience</b> Provide a brief history of the company including the number of years providing online digital advertising placement and media buying services. Include your firm's headquarters location and location of office that will service UMUC. If applicable, provide a link to your firm's website.		
<b>Company and Contact Name/Phone</b>		<b>Scope of Services</b>
<b>1.1 B. Firm References</b> Provide a minimum of three (3) client references (contact name, company name, scope of services, and telephone number including extension numbers).	1.	
	2.	
	3.	
<b>1.2 Media Optimization</b> Provide a detailed and concise narrative of your approach to identifying and implementing optimizations to improve media efficiency. Include sample reporting.		
<b>Client Name</b>		<b>Annual Spend</b>
<b>1.3 Client List and Business Scale</b> Provide a list of your top five (5) relevant clients for digital media purchasing and their current estimated annual digital media spend placed with your firm. Reference Pages 8 and 9 for more details.	1.	\$___
	2.	\$___
	3.	\$___
	4.	\$___
	5.	\$___
<b>1.4 Proposed Key Personnel</b> Provide the name(s) for the proposed team, inclusive of position(s) and applicable background. Reference Page 9 for more details.	1. Executive-in-Charge:	
	2. Lead Consultant:	

This Form Must Be Submitted.

For ease of use, this form will be provided as a Word® document.

## **APPENDIX C**

### **CONTRACT FORMS**

- 1. Contract**
- 2. Contract Affidavit**
- 3. UMUC's Travel Policy**

**APPENDIX C**

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

**CONTRACT #** \_\_\_\_\_

**SAMPLE ONLY**

\_\_\_\_\_, 201\_\_

**CONTRACTOR:** \_\_\_\_\_

Federal Employer ID: \_\_\_\_-\_\_\_\_\_

Address:

Contact Person:

Contact Phone:

Contact Fax:

Contact Email:

UMUC Ordering Office:

Project Coordinator:

Coordinator Phone:

Coordinator Fax:

Coordinator Email:

Procurement Officer:

Phone Number:

E-mail address:

**THIS CONTRACT #91435** (“Contract” or “Agreement”) is made this \_\_\_ day of \_\_\_\_, 2016, between the University of Maryland University College, a constituent institution of the University System of Maryland (“USM”), an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, Maryland 20783, hereinafter referred to as “UMUC” or “the University” and \_\_\_\_\_, hereinafter referred to as “Consultant” or “Contractor” or “Vendor” with principal offices located at \_\_\_\_\_ (collectively, “the Parties”).

## **RECITALS**

The University issued solicitation documents (Solicitation 91435) on \_\_ \_\_\_\_, 2016, as amended from time to time (“the Solicitation”), for online digital advertising placement and media buying services. Contractor submitted technical and price proposals dated \_\_\_\_, 2016, and accepted by the University (collectively, “the Proposal”) in response to the Solicitation, and the University subsequently selected the Contractor as an awardee of this non-exclusive Contract.

### **THE PARTIES AGREE AS FOLLOWS:**

#### **1. SCOPE, CONTRACT DOCUMENTS, AND TERM**

1.1 Contractor shall provide online digital advertising placement and media buying services. (“the Services” or “the Project”), as needed by UMUC’s Office of Marketing Optimization, in accordance with the terms and conditions of this Contract.

1.2 This Contract consists of multiple documents as follows in order of precedence:

- This Contract Form (pages 1 through \_\_\_\_); and any Amendments;
- The Solicitation #91435 and all amendments to the Solicitation;
- Exhibit A: Contractor’s Proposal dated \_\_\_\_\_;
- Attachment A: Contract Affidavit; and,
- Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).

1.3 The initial term of this Contract shall commence on or around \_\_\_\_\_, **2017, and conclude \_\_\_\_\_, 2018.** There will be four (4) one (1)-year renewal options at the sole discretion of UMUC.

#### **2. PROFESSIONAL SERVICES**

2.1 The Contractor shall perform the Services as described in Exhibit A to this Agreement. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the Parties at a future date and adopted as an amendment to Exhibit A. The Contractor shall perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Contract.

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

### **3. FEES AND PAYMENT**

- 3.1 The aggregate maximum fee for all Contracts resulting from Solicitation #91435 shall not exceed **\$80,000,000.00**. The total fees for services required to complete required services shall not exceed the maximum fee.
- 3.2 The Contractor’s fees shall not exceed fees set forth in the Contract per the Contractor’s proposal, attached hereto as Exhibit A of this contract. There is no guarantee of a dollar amount of work under this Contract.
- 3.3 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University’s receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

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

Contractor may also send the invoices to the UMUC Office of Human Resources. The University’s current Purchase Order number, issued for accounting purposes only, must be noted on all invoices.

Invoices shall be presented at the beginning of each month covering service during the previous month. The Consultant shall furnish each invoice with the Purchase Order or



Contract number clearly indicated. No invoice will be processed if there is a dispute between UMUC and the Consultant as to the current or cumulative services provided.

UMUC's approval of periodic payments to the Consultant shall not constitute, in any sense, approval or acceptance by UMUC of the Service work performed through the date of the invoice or of the Consultant's assertion of percentage of the Service work completed through the date of the invoice. Consultant may be paid as milestones are met. The final payment will be made upon full acceptance by UMUC of satisfactory completion of the Services.

(If applicable, the payment schedule will be listed here.)

When required by UMUC to substantiate the degree of completion claimed in any application for periodic payments, the Consultant shall furnish UMUC with copies of the documents evidencing the degree of completion claimed.

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

#### **4. WORK PRODUCT**

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

## **5. EVALUATION AND ACCEPTANCE PROCEDURE**

- 5.1 Upon completion and delivery of service by Contractor, UMUC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 3 of this Contract will be based on the completion of requests by Contractor and acceptance by UMUC of each review/report.
- 5.2 Within the time period specified in the Contract including any Contract Amendments, or work order(s) UMUC shall determine whether Contractor's services materially conforms to the specifications defined in the Contract and/or work order(s). As used herein, the term "materially conforms" means that the Service is ready to be used and meets or exceeds UMUC's specifications. If the Service materially conforms to the specifications, then, UMUC will provide confirmation to Contractor that the Service is accepted.
- 5.3 If the Service does not materially conform, UMUC shall immediately inform the Contractor of the deficiencies. Contractor, at no additional cost to UMUC, shall thereafter make all appropriate and necessary fixes to the Service within the time period specified by UMUC. If the Service again fails to materially conform, then, this same process will be repeated one more time. If the Service fails to materially conform to the specifications after delivery for the second time, then, UMUC may, at its sole discretion, (a) further extend the timeframe for cure, (b) cancel the work order and c) begin the termination process as defined in Section 11.1 of this Contract. If UMUC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the Parties may agree.
- 5.4 If the Contractor fails to meet the Services required at any other periods of time as mutually agreed to, UMUC may declare the Contract in material breach and begin the termination process as defined in Section 11.1 of this Contract.

## **6. INTELLECTUAL PROPERTY**

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

## **7. CONFIDENTIAL INFORMATION**

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

includes information in any and all formats and media including, without limitation oral, and includes the originals and any and all copies and derivatives of such information.

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

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

- 7.9 Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been

previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and UMUC agree in writing to disclose. Contractor shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the Confidential Information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

7.10 All Confidential Information received by Contractor shall be returned to UMUC or destroyed upon completion or termination of this Contract.

## **8. SOFTWARE AND SECURITY**

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

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

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

8.3 Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.

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

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

- 8.6 Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.
- 8.7 On an annual basis, Contractor shall obtain Service Organization Control (SOC) 2, Type 2 report (“the Report”) for all facilities from which the Services are provided. It is the Contractor’s responsibility that such Report are provided under the terms and conditions of this Contract without the University being required to agree to additional terms and conditions that may be applied by a third-party. If the Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as UMUC’s sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor’s efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of UMUC.
- 8.8 UMUC or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of UMUC data. Audits will be at UMUC’s sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of UMUC or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, UMUC has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.
- 8.9 UMUC shall have sixty (60) days after the expiration or termination date of this agreement to retrieve and download data and content. The Contractor shall make available to UMUC a complete and secure (i.e., encrypted and appropriately authenticated) download file of customer data, sales, and product information in .xml format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The Contractor further warrants that all data and content pertaining to UMUC’s program/s is solely owned by UMUC and shall not be transferred or disclosed to any Parties without the written consent from UMUC.

## 9. RELATIONSHIP OF THE PARTIES

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

**The Firm affirms that Firm and members of the Firm’s professional team providing services under this Agreement (“Consulting Team”) are not Maryland State employees.** If Consultant or any member of the Consulting Team is a former state employee who retired under SB1 of 1996, Consultant affirms that established protocol

has been followed, including receipt of approval from the Board of Public Works that the retired state employee may provide services under this Agreement.

- 9.2 It is understood and agreed that Contractor is an independent contractor of the University, and not an employee. Except as set forth in this Contract, UMUC will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of UMUC, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.
- 9.3 Each Party reserves the right to review all press releases or other public communications of the other Party that may affect the Party's public image, programs or operations.
- 9.4 This Agreement is non-exclusive. UMUC reserves the right to arrange for the Services provided hereunder from any other Party.

## **10. DISTRIBUTION OF RISK**

- 10.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract. Contractor shall also maintain in full force and effect workers' compensation insurance as required by the laws of the jurisdiction where the Services are performed. Upon request, Contractor shall provide the University with evidence of such insurance.
- 10.2 Contractor shall indemnify and hold harmless UMUC and the State of Maryland, their officers, employees, and agents, from any and all costs (including, without limitation, reasonable attorneys' costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor's performance under this Contract. UMUC agrees to notify Contractor promptly of any known liabilities, claims, or demands against UMUC for which Contractor is responsible hereunder, and Contractor agrees to, at UMUC's request, defend UMUC or settle any such liabilities, claims, or demands.
- 10.3 Neither Party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, nor special damages, or losses including, without limitation, lost profits and opportunity costs.

## **11. GENERAL TERMS AND CONDITIONS**

- 11.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, UMUC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. UMUC will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which UMUC is entitled pursuant to this Contract shall become the University's property. UMUC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and UMUC

can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

- 11.2 Termination for Convenience. The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.
- 11.3 Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or UMUC, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
- 11.4 Suspension of Work. The Procurement Officer unilaterally may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.
- 11.5 Subcontracting and Assignment.
- 11.5.1 The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of UMUC nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMUC. UMUC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to the terms and conditions that UMUC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to the University for acts and omissions of subcontractors.
- 11.5.2 Neither Party may assign this Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to UMUC. Contractor may designate a third party to receive payment without the University's prior written consent unless in conflict with Maryland or federal law, but shall provide the University with notification thereof.

- 11.6. Maryland Law Prevails. The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.
- 11.7. Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the Parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both Parties. Amendments may not significantly change the scope of the Contract.
- 11.8. No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned Parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.
- 11.9. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five (5) calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other Party as follows:

For the University:

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

For the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 11.10. Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.
- 11.11. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times and at no cost to UMUC. These documents may include, but are not limited to, correspondence, the original signed consent form, background search results, W2s, paystubs, employment verification documents, and official transcripts.
- 11.12. Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the Party or Parties hereby contracting with the State of Maryland or any unit thereof.



- 11.13 Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 11.14 Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of this Contract.
- 11.15 Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- 11.16 Political Contribution Disclosure. Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12-month period of time involving cumulative consideration in the aggregate of \$100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.
- 11.17 Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.
- 11.18 Ethics. This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMUC employee in connection with this procurement.
- 11.19 Compliance with Laws. The Contractor hereby represents and warrants that:
- 11.19.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 11.19.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

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

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

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

11.23 Insurance.

- 11.23.1 The Contractor shall secure, and shall require that subcontractors secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract, inclusive of the requirements in the solicitation documents:

Commercial General Liability Insurance including all extensions-

Not less than \$1,000,000 each occurrence;

Not less than \$1,000,000 personal injury;

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

Not less than \$2,000,000 general aggregate.

Workers' compensation per statutory requirements.

Fiduciary Bonding of Workers with access to cash and/or credit card information.

- 11.23.2 The Contractor shall provide to the Procurement Officer a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.

All insurance certificates provided to the University for general and/or excess liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University as an additional insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University.

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

## **12. LIVING WAGE**

12.1 This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

12.2 The Living Wage Law does not apply to:

- (1) A Contractor who:
  - (A) has a State contract for services valued at less than \$100,000, or
  - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  
- (2) A Subcontractor who:
  - (A) performs work on a State contract for services valued at less than \$100,000,
  - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
  - (C) performs work for a contractor not covered by the Living Wage Law as defined in Section 11.2(1)(B), in Section 11.2(3), or in Section 11.3.
  
- (3) Service contracts for the following:
  - (A) services with a Public Service Company;
  - (B) services with a nonprofit organization;
  - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
  - (D) services between a Unit and a County or Baltimore City.

12.3. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

- 12.4. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- 12.5. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- 12.6. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- 12.7. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- 12.8. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- 12.9. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- 12.10. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

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

**UNIVERSITY OF MARYLAND  
UNIVERSITY COLLEGE**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**THIS Exhibit A to CONTRACT** ("Contract") \_\_\_\_\_ is made as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, with offices at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

**CONTRACT AFFIDAVIT**

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

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

**C. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_



# Policy 380.10 – Policy on University Travel

**ORIGINATOR: Business Officer**

**SUBJECT: Policy on University Travel**

## I. Introduction

This UMUC Travel Policy provides UMUC's travel and reimbursement policy and procedures to be followed when UMUC faculty and staff travel for the purpose of engaging in official UMUC business. This Policy incorporates the [University System of Maryland \(USM\) Travel Policy VIII-11.00](#) and includes a link to Policy Attachment 11.10, Schedule of Reimbursement Rates.

## II. Policy

UMUC will only pay for and reimburse Travelers (as defined below) for travel on UMUC matters (“UMUC Travel”) when the procedures outlined below for each UMUC division are followed. The President, Provost and Chief Academic Officer, Chief Business Officer, Senior Vice President of Overseas Operations, or Senior Vice President of Partnerships, Marketing, and Enrollment Management can elect to make exceptions to the policies outlined on an as-needed basis.

## III. Definitions

- A. Traveler is defined as a UMUC faculty or staff member who is traveling to engage in official UMUC business. The President, Provost and Chief Academic Officer, Chief Business Officer, Senior Vice President of Overseas Operations, and Senior Vice President of Partnerships, Marketing, and Enrollment Management have the authority to designate non-UMUC faculty and staff as a Traveler within the meaning of this Policy.
- B. Local Travel
  1. **UMUC Stateside:** Stateside Local Travel is defined as in-state travel. Stateside Local Travel includes travel throughout the State of Maryland as well as within the Washington, D.C., metropolitan area (for example, D.C., Alexandria, Reston and Fairfax, VA). It does not include an overnight stay.
  2. **UMUC Overseas Divisions:** Overseas Local Travel is defined as travel which does not include an overnight stay.
- C. Non-Local Travel
  1. **UMUC Stateside:** Non-Local Travel is defined as all out-of-state travel and any in- state travel which includes an overnight stay. (See B.1. above for the definition of in-state travel.)
  2. **UMUC Overseas Divisions:** Non-Local Travel is defined as travel which includes an overnight stay within the geographical areas applicable to the Division.
- D. International Travel
  1. **UMUC Stateside:** International Travel is defined as travel outside of the United

States.

2. **UMUC Overseas Divisions:** International Travel is defined as travel to a location outside the geographical areas applicable to the Division.

E. Overseas Faculty Travel for Teaching Purposes

1. Travel outside Division sites to an Overseas teaching/working location is defined as overseas Travel.
2. Travel within Division sites is defined as Intra-theater PCS Travel or Intra-theater TDY Travel depending on the number of days the faculty member or staff member is assigned to the location.

IV. **Approval Procedures**

Obtaining Approval for Travel: For all UMUC Divisions (UMUC Stateside, UMUC Europe and UMUC Asia), the UMUC Travel Authorization Request Form is to be utilized to obtain the required pre-approval which includes the purpose of the travel and estimated cost. The form is available on the UMUC Intranet at the Travel Homepage.

A. Local Travel

1. **UMUC Stateside**

- a. Travelers do not need to obtain formal pre-approval, but they should ensure that their direct supervisor knows of the planned travel.
- b. A Traveler shall obtain prior approval from his/her department manager or authorized direct supervisor to use his/her personal vehicle for Local Travel.

2. **UMUC Overseas**

- a. UMUC Asia and UMUC Europe Travelers must obtain pre-approval from their department manager or authorized direct supervisor for all Overseas Local Travel. For UMUC Asia Overseas staff (i.e., Area Director, Academic Advisors, Academic Deans and Financial Advisors) where Overseas Local Travel is an inherent part of their job function, the submission of an approved annual travel plan by the employee's department head will constitute approval of Overseas Local Travel.

B. Non-Local Travel

1. **UMUC Stateside**

- a. Travelers must obtain written pre-approval from the appropriate Cabinet member prior to initiating Stateside Non-Local Travel arrangements or commencing the travel. Cabinet members shall obtain prior approval from their supervisor.

- b. UMUC funds may only be utilized for airline or train travel via coach fare.

Travelers who choose to travel in a class that is more expensive than coach will be responsible for the any portion of the fare that exceeds the cost of the coach ticket.

- c. Travelers who choose to extend their stay to include days prior to or following authorized business travel dates are responsible for any cost relatePaid to the extended stay as this is considered personal travel and any related costs are not reimbursable.

2. **UMUC Overseas**

- a. Travelers must obtain written pre-approval from the Senior Vice President of Overseas Operations or designee prior to initiating travel arrangements or commencing the Overseas Non-Local Travel.
- b. For UMUC Asia Overseas staff (i.e., Area Director, Academic Advisors, Academic Deans and Financial Advisors) where travel is an inherent part of their job function, the submission of an approved annual travel plan by the Department Head will constitute approval of Overseas Non-Local Travel.
- c. This approval is required even if the Non-Local Travel is at no cost to UMUC.

C. International Travel

- 1. **UMUC Stateside:** Travelers must obtain written pre-approval from the appropriate Executive Committee member, as applicable. International travel by an Executive Committee Member must be approved by the President. International Travel by the President must be approved by the Chief Business Officer.
- 2. **UMUC Overseas:** Travelers must obtain written pre-approval from the Senior Vice President of Overseas Operations. International Travel by the Senior Vice President of Overseas Operations must be approved by the President.

- V. **Reservations and Ticketing**
- A. General Information
1. Travelers and travel arrangers should ensure that all arrangements are reasonable and appropriate and be alert to possibilities to obtain air, hotel and rental car services at the discount rates available to the University System of Maryland or institution. All Travelers are expected to make advance bookings, using the least expensive logical fare via the most direct route (or other reasonable routing that results in a lower fare). Often, air travel is less expensive than traveling by car. All air and rail tickets must be purchased through the contract travel service vendors identified by UMUC.
  2. UMUC Overseas Travelers must contact the Overseas Logistics Office for travel arrangements or to obtain prior written approval for the Traveler to make his/her own travel arrangements.
- B. Travel Changes
1. If travel plans change, UMUC will pay cancellation penalties ONLY when the change was made for the convenience of UMUC or necessitated by emergency circumstances. If travel plans change for the Traveler's benefit, the Traveler bears the costs associated with the cancellation. The Traveler (or unit) shall contact the applicable travel agency/coordinator/Logistics Office to pursue possibility of refunds resulting from an emergency situation.
  2. If an emergency situation arises such as weather delays or other delays due to airline situations, the Traveler shall contact the Travel Office or Logistics Office to coordinate flight changes and/or extend the hotel stay.
- C. UMUC funds may not be used for the purchase of flight insurance.

VI. **Reimbursement**

A. Reimbursement Policy

1. All reimbursement requests are to be submitted on UMUC's Expense Statement form found on the UMUC Intranet on the Travel Web site.

2. All reimbursements must be documented with actual receipts (except for meals per diem).
3. All reimbursements **must be submitted within thirty (30) days** of the completion of travel, unless an exception is made by the Chief Business Officer, or his designee.

B. Lodging

1. The cost of hotel accommodations will be reimbursed on the basis of receipts at the single room rate unless the room is shared by two (2) UMUC employees for whom the double occupancy rate would apply. Travelers are required to stay at a reasonably priced hotel.
2. Any overage above the single room rate, which is a result of non-official travelers utilizing the accommodations, will be the personal financial responsibility of the Traveler.
3. UMUC Stateside Travelers to UMUC Europe must stay at the Hotel Rose or Hotel Ibis.  
UMUC Stateside Travelers to UMUC Asia must stay on the base. Exceptions must be approved in writing by the Senior Vice President of Overseas Operations prior to the travel.

C. Extended Travel

From time to time, UMUC Stateside or Overseas staff and faculty may have extended assignments at a UMUC Overseas location. The University may lease a house or apartment at an overseas location for use of the UMUC faculty or staff assigned to that location. Depending on the length of the assignment and other circumstances, the faculty and/or staff member may be responsible for the payment of rent and other related expenses.

D. Meal Reimbursement

1. **UMUC Stateside**
  - a. The USM Chancellor and Board of Regents establish per diem rates for meal reimbursements in USM Policy Attachment VIII, 11.10 (Schedule of Reimbursement Rates). This information is available on the USM Web site. The USM Chancellor will review the information in the Schedule of Reimbursement Rates at a minimum during the first quarter of the fiscal year and provide the institution with a current schedule of reimbursement rates.
  - b. For Stateside Non-Local Travel, the per diem rates may be increased for high cost areas as identified on the UMUC Travel Web site.
  - c. A partial day's travel is eligible for the appropriate meal (s) consumed when travel time encompasses a period of two hours before and two hours after the meal (s).
  - d. Travelers cannot claim the per diem reimbursement for meals that are included under other arrangements during travel such as meals in flight, meals included in the conference registration fee, meals purchased for the Traveler by others, etc.
  - e. Travelers will be reimbursed only at the per diem rates; receipts are not required. Meal reimbursement will not be reimbursed at an amount greater than the per diem, per meal amount; except as provided for under Policy 390.20- Official Meal Expenses.

- f. International travel for Stateside Travelers is reimbursed at the U.S. Department of State Meal and Incidental (M&IE) rate which includes both meals and incidentals. UMUC will only reimburse for the meal portion of this rate. For policy on incidentals, see Miscellaneous Travel Expenses below. These can be found at the UMUC Travel Web site.
- g. UMUC funds may not be used for the purchase of alcoholic beverages.

**2. UMUC Overseas Divisions**

- a. Travelers will be reimbursed at the per diem rates established by the Senior Vice President of Overseas Operations, as approved by the department manager or authorized direct supervisor as necessary regardless of whether the travel is local or non-local.
- b. Travelers will not be reimbursed for alcoholic beverages, unless pre-approved by the Senior Vice President of Overseas Operations or designee.

**E. Vehicles**

**1. Use of State-Owned Vehicles**

- a. State-owned vehicles may be driven only by University System officers and authorized institution and System personnel and only when acting within the scope of their public duties.
- b. Students for whom the State Treasurer has issued an insurance certificate are considered authorized personnel for this purpose.
- c. A volunteer may be considered authorized personnel only when he or she is engaged in providing a service to the institution, is not paid by the institution, and is providing the service as part of a formal volunteer program.
- d. Any person driving a state-owned vehicle must have a valid driver's license, comply with all traffic laws and obtain approval as required by this Policy.

**2. Personal Vehicles: Properly insured personal vehicles may be used for travel on UMUC business. The use of a personal vehicle will be reimbursed at the rate established in the USM Policy which is available on the [USM Web site](#) when travel is in compliance with this UMUC Policy.**

- a. Local Travel on a weekday is calculated from the Traveler's UMUC office location or point of departure to destination and return, whichever is closer.
- b. Local Travel on a weekend or Non-Local Travel is calculated from the Traveler's point of origin.
- c. No mileage will be reimbursed for travel between locations in the College Park and Largo vicinities such as PG Metro, University Center, UMUC facilities located in Largo, Adelphi, USM and/or UMD-College Park.

**3. Car rentals: Where a car rental is deemed necessary and approved by the President, Provost and Chief Academic Officer, Chief Business Officer, Senior Vice President of Overseas Operations, or Senior Vice President of Partnerships, Marketing, and Enrollment Management, the Traveler is expected to lease the least expensive car which will accommodate the trip's requirements. Travelers should take advantage of University System, Federal and State Government, and institution vendor discount rates which are available. A Traveler shall not obtain Collision Damage Waiver (CDW) car rental insurance coverage for travel within the United States. UMUC Overseas Travelers who rent a car outside the United States are to**

check with the Overseas Logistics Office regarding car insurance. The Traveler will be reimbursed for gas purchased at a gas station with receipts. If feasible, the Traveler should fill the gasoline tank at a gas station prior to returning the car to the rental agency.

4. Train/Subway/Light Rail/Bus: When a Traveler is traveling via these methods, the Traveler is to provide actual receipts in order to be reimbursed.
5. Multiple travelers to one destination should carpool when feasible.
6. In the event of an accident while on University business, the Traveler must notify his/her supervisor and the Travel Coordinator or Logistics Office as soon as is feasible.

#### F. **Miscellaneous Travel Expenses**

Reimbursement of miscellaneous expenses such as telephone calls, laundry/valet, parking fees and the like are acceptable only as noted below.

1. Parking, Taxi/Shuttle, Telephone and Laundry Costs: These expenses will be reimbursed based on actual costs with receipt as approved: a) by the department manager or authorized direct supervisor for Local Travel and b) by the appropriate Cabinet member for Non-Local Travelers reasonable and necessary. For example, Travelers to airports should take advantage of long term parking lots, whenever available, rather than the more costly daily garages.
2. The following are examples of expenses that will be reimbursed with a receipt:
  - Reasonable expenses for ground transportation to and from airports, railroad stations, hotels and meeting places
  - Parking fees
  - Bridge, highway or related tolls
  - Telephone calls necessary to obtain transportation and hotel reservations
  - Telephone calls allowing travelers to stay in reasonable contact with their office or family
  - Laundry service is permissible when the travel is in excess of 5 working days
  - Internet connection, fax service or other office services/supplies if needed to conduct UMUC business
  - Excess baggage charges
4. Baggage Handling Gratuities: Moderate gratuities will be reimbursed for baggage and/or when the Traveler is transporting UMUC materials and equipment. Actual receipts are **not applicable** for such expenses.

#### VII. **Travel with Non-University Employees**

When non-University employees (such as spouses, children, etc.) travel with UMUC Travelers but are not serving as agents of the institution, Travelers should be careful to maintain a record of individual expenses. UMUC will not reimburse any expenses incurred on behalf of the non-University employee. Likewise, air fare or any other travel expense that is directly billed to the institution should not include expenses for spouses.

## APPENDIX D

### ELECTRONIC FUND TRANSFER SCHEDULE

#### Payments to Contractors by Electronic Funds Transfer (EFT)

If the annual dollar value of this contract will exceed \$500,000.00, the Bidder/Offeror is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by EFT. The selected Bidder/Offeror shall register using the attached form COT/GAD X-10 Contractor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland, located at:  
<http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp>.

## APPENDIX S

### SOLICITATION TERMS AND CONDITIONS

**1. Contractor's/Proposer's Responsibility.**

Proposers are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions, in writing to the contact at the Issuing Office per the RFP. A Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded. UMUC will enter into a contractual agreement with the selected Contractor only. The selected Contractor shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the primary Contractor and the role of subcontractors must be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor of liability under this contract.

**2. General Requirement.**

Proposals must be made in the official name of the firm or individual under which business is conducted, showing the official business address, state in which it is incorporated or organized (if Proposer is not an individual) and must be signed by a duly authorized person. Proposals must be prepared in writing, simply and economically, providing a straightforward, concise description of the Proposer's proposal for meeting the required specifications of this procurement. Proposers must paginate each proposal volume and are requested to provide between the responses to each of the technical criteria.

**3. Receipt of Proposals.**

Proposals will not be opened publicly; nor, can the identity of Proposers (individuals or entities) submitting proposals ("Proposers") be disclosed prior to actual contract award.

**4. Duration of Offers.**

Proposals (Technical Proposal and, if applicable, Price Proposal) submitted in response to this solicitation are irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the vendor and the University.

**5. Rejection or Acceptance of Proposals.**

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

**6. Cancellation of the RFP.**

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



**7. Incurred Expenses.**

Neither UMUC nor the State of Maryland is responsible for any expenses that Proposers may incur in preparing and submitting proposals or in making oral presentations of their proposals, if required.

**8. Payment.**

The State of Maryland usually provides payments on a net 30 day basis for UMUC approved invoices. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UMUC, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

**9. Electronic Funds Transfer (“EFT”).**

If the annual dollar value of this contract will exceed \$500,000.00, the Bidder/Offeror is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption. By submitting a response to this solicitation, the Offeror agrees to accept payment by electronic fund transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form attached as Appendix D, the GAD X-10 Contractor EFT Registration Request Form. This form is to be submitted directly to the Comptroller's Office (not to UMUC). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is:  
<http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp>

**10. Procurement Regulations.**

This RFP shall be conducted in accordance with USM Procurement Policies and Procedures. The procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at  
<http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>.

**11. Confidentiality.**

An Proposer should give specific attention to the identification of those portions of the proposal that the Proposer deems to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Information Act, General Provisions Article, Title 4, Annotated Code of Maryland. Proposers are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Proposer's position regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.

- 12. Oral Presentation /Discussion Sessions. - Refer to Section III of the solicitation.**
- 13. Evaluation of Offers. – Refer to Section III of the solicitation.**
- 14. Proposal Affidavit and Certifications.**

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

Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's offer to meet the requirements of the RFP.
- 16. Multiple Proposals.**

Contractors may not submit more than one proposal.
- 17. Alternate Solution Proposals.**

Contractors may not submit an alternate to the solution given in this RFP.
- 18. Telegraphic/Facsimile Proposal Modifications.**

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

The University of Maryland University College shall enter into contractual agreement with the selected offering contractor(s) only. The selected contractor(s) shall be responsible for all products and/or services required by this RFP. UMUC will consider proposals that reflect primary and secondary service providers or prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. University of Maryland University College's intent is not to direct the use of any particular subcontractor, however, the contractor will not contract with any such proposed person or entity to whom University of Maryland University College has a reasonable objection. Notification of such objection will be made by University of Maryland University College within 15 days of contract. The contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the contractor of liability.

**20. Access to Contractor Records for Quality Assurance and Auditing Purposes.**

The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors, representatives, or agents) to provide quality assurance and auditing.

**21. Arrearages.**

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

**22. Taxes.**

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

**23. RFP Response Materials.**

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

**24. Debriefing of Unsuccessful Offerors.**

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

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

**25. Maryland Public Ethics Law, Title 15.**

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

If the bidder/offeror has any questions concerning application of the State Ethics law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to see advise from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401. For questions regarding the applicability of this provision of the Public Ethics

Law, contact the State Ethics Commission, toll-free phone number 877-669-6085, or see the website [ethics.gov.state.md.us](http://ethics.gov.state.md.us). The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the contractor or any State of Maryland employee in connection with this procurement.

**26. Assistance in Drafting.**

Under the State Government Article § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll-free phone number 877-669-6085, or see the website [ethics.gov.state.md.us](http://ethics.gov.state.md.us)

**27. Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following section entitled *Living Wage Requirements for Service Contracts*. If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

The Living Wage rates change each year and are published 90 days from the end of the State fiscal year. Living Wage rates may be found at

<https://www.dllr.state.md.us/labor/prev/livingwage.shtml>

The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

**END OF APPENDIX S**