



# University of Maryland University College

## Photography Services

### Solicitation #91491 **SBR** **SMALL BUSINESS RESERVE**

Issue Date: March 28, 2017

**Due Date for Responses: April 24, 2017**

Submit responses to:

Arun Muthuswami, Senior Buyer  
Goods and Non-Technology Services  
[arun.muthuswami@umuc.edu](mailto:arun.muthuswami@umuc.edu)  
Telephone No.: 301-985-7020  
Facsimile No.: 301-985-7151

and

Sharon G. Barry, Director  
Goods and Non-Technology Services  
[sharon.barry@umuc.edu](mailto:sharon.barry@umuc.edu)  
Telephone No.: 301-985-7156  
Facsimile No.: 301-985-7151

All questions are to be submitted in writing solely to the above-mentioned persons no later than April 3, 2017, at 4:00 P.M. EDT. Responses may be submitted via hard copy, fax, or e-mail. Solicitation documents and details can be found at [www.umuc.edu/procurement](http://www.umuc.edu/procurement). It is the prospective proposer's responsibility to monitor that site for updates and amendments.

## 1. BUSINESS NEED:

**1.1 Purpose.** University of Maryland University College (“UMUC” or “University”) seeks proposals from professional and experienced individuals or firms to establish a non-exclusive contract for the provision of photography services (“the Services”). It is anticipated that multiple contracts will result from this solicitation. UMUC does not guarantee the number of jobs/projects or dollar value 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. Local proximity of the vendor is a critical factor. Therefore, the firm’s locations will be considered when determining the best fit and value to UMUC.

**1.2 Small Business Reserve.** This is a Small Business Reserve Procurement. Award of a contract will be made only to certified small businesses. Firms need to be certified by the State of Maryland and such certifications need to be submitted to UMUC in order to be eligible to receive the award. Please visit <http://goma.maryland.gov/Pages/sbr-Program.aspx> for additional information or see attached for a Small Business flyer.

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

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

**1.4 Term.** The initial term of the Contract(s) arising from this Solicitation shall commence on or around **July 1, 2017, through June 30, 2018**. There will be four (4) one (1) -year renewal options at the sole discretion of UMUC. The aggregate maximum fee for all contracts resulting from this Solicitation shall not exceed **\$200,000.00**. Total fees for any service shall not exceed the maximum fee.

## 2. SCOPE OF SERVICE:

There are several departments within the University that require photography services. Below is a partial listing of services that are currently needed. This is not an all-inclusive list. Additional services may be requested as the need arises. **Your response is to clearly indicate which service and department you are able to provide services to. The quality of work should adhere to UMUC branding requirements.**

### 2.1 Advertising/Editorial Photography Services

#### Needs:

- One to three day shoots with models, real students, or staffers.

- Exterior and interior building shots, with or without people.
- Portraits of cabinet level staff for use on the website and university publications.
- Photography with props (not very often).
- Services required for UMUC *Achiever* magazine, published once a year. This involves the creation of two to three different images.

Locations:

- Several locations within the Maryland, DC area.
- Classrooms in any of the UMUC locations.
- Photographer's Studio.
- Other locations as needed.

Deliverables:

Only Digital Photography work is accepted. The photographer must be able to provide a web link for high-resolution download of images with the unedited shoot within five business days of the shoot. Examples of web links could be online share sites such as Google Drive, Google Photo, Dropbox, etc. and shall be provided at no cost to UMUC. There is no need to submit hard copies of images.

Usage:

- Various publications including the UMUC Achiever Magazine, other media, newsletters and used for press releases.
- UMUC is to be provided full and unlimited usage rights across all mediums and geographies.

## **2.2 Art/Events Photography Services**

Types of Events: Documenting events, Portraits and Headshots, Professional photographs of Artwork located in UMUC's Art Collection, Receptions, Dinners, Award Ceremonies, Business Meetings, and Galas.

Examples of previous and future needs: Shooting Artwork, Group pictures, Documenting Art receptions, Lectures, Workshops and Board member headshots.

Needs:

- Candid and posed shots of meeting and event attendees.
- Photos of the room after set up is complete but before the guests arrive.
- Onsite printing of photos taken during the event.
- Photos of speakers during speeches made during scheduled events.

Locations:

- Several locations within the Maryland, DC area.
- Inn and Conference Center and Administration buildings located in Adelphi, MD.
- US Federal Courthouse in Greenbelt, MD.
- Academic Center located in Largo, MD.

- Dorsey Station located in Hanover, MD.
- Quantico, Virginia.
- Ballroom, meeting rooms, and auditoriums.
- Other locations as needed.

Deliverables:

- The photographer must be able to provide a web link for high-resolution download of images with the unedited shoot within two business days of the shoot. Examples of web links could be online share sites such as Google Drive, Google Photo, Dropbox, etc. and shall be provided at no cost to UMUC. There is no need to submit hard copies of images.
- Albums, digital galleries, and possibility for on-line ordering.
- Size needed is mostly 3x5.

Usage:

- Photos taken during events are used primarily within the University.
- Distribution is made to VIP guests and University (UMUC) staff.
- For higher profile events, the photos will be placed on UMUC internet and intranet webpages.
- Various publications including the UMUC Achiever Magazine, other media, newsletters, art catalogs, invitations, brochures as well as on-line.
- UMUC is to be provided full and unlimited usage rights across all mediums and geographies.

### **2.3 Commencement Photography Services**

Needs:

- Provide comprehensive coverage including undergraduate and graduate robing, portraits, commencement scenes and commencement exodus.
- Provide studio profiles of graduates and any other residual scenes for UMUC's brochures and marketing material.

Locations:

- Academic Center located in Largo, MD.
- Photographer's Studio.
- XFINITY Center located in College Park, MD.
- Other locations as needed.

Deliverables:

- The photographer must be able to provide a web link for high-resolution download of images with the unedited shoot within five business days of the shoot. Examples of web links could be online share sites such as Google Drive, Google Photo, Dropbox, etc. and shall be provided at no cost to UMUC. There is no need to submit hard copies of images.
- Albums, digital galleries, and possibility for on-line ordering.

Usage:

- Various publications including the UMUC Achiever Magazine, other media, newsletters and used for press releases.
- UMUC is to be provided full and unlimited usage rights across all mediums and geographies.

**3. SOLICITATION RESPONSE REQUIREMENTS:**

Proposers are to provide the following response requirements:

**3.1 Company and Company Profile.**

1. Provide a brief history of the company including the number of years providing photography services with emphasis on the required functions specified in the Scope of Service above.
2. Provide a minimum of three (3) client references (contact name, company name, and telephone number including extension numbers). If available, higher education references are preferred. UMUC reserves the right to contact references not provided in the proposal.
3. Provide the name/s of the person/people and their resume/s of the personnel who shall serve UMUC's account and provide the required services. Proposers are to provide Bios/resumes, which should include appropriate and applicable employment history that demonstrates their level of experience.

**3.2 Technical Approach.**

Provide a narrative of how your firm will provide the requested services in the Scope of Service, set forth in Section 2 of this solicitation. Proposers are to thoroughly explain their capabilities and resources to meet the applicable services.

In addition, Proposers are to include web links/a virtual portfolio that includes photography taken by the Photographers named in your firm's proposal. The photographs shall demonstrate your firm's ability and capacity to provide the proposed services listed in Section 2. Sample projects must demonstrate your firm's capability to perform these services as it relates to UMUC's requirements, quality, style of productions, and UMUC branding requirements.

Each sample must contain:

- The Client's name; and, a description of the project, the tools used to complete the project, the date when the service was provided, and an explanation of the service your firm provided.

Note: The maximum file size is 25MB. Proposer may want to consider sending larger files through Google Drive or provide a web link to relevant work/samples.

### **3.3 Pricing/Fees.**

Vendors are to provide the following rates and any fees associated with providing the services described in Section 2:

- Day Rate (8 Hours)
- Half-Day Rate (4 Hours)
- Overtime Rate (Per Hour)
- Any other applicable fees (please specify)

Note: All project estimates shall be provided to UMUC's Ordering Office for approval prior to initiation of work.

### **3.4 Oral Discussion Sessions.**

The Evaluation Committee may elect to hold Discussion Sessions with individual firms for clarifications and discussions of their proposals. The University is not interested in a marketing presentation; rather, an informal discussion/interview.

### **3.5 Deposits.**

UMUC shall not pay any deposits or prepayments prior to the completion of the Service(s), unless mutually agreed to by both Parties at a later date. Exceptions to this provision or to the contract must be included in your firm's proposal. Proposers should not assume that any term and condition of the Contract is negotiable, exceptions may disqualify your firm's response.

### **3.6 Travel.**

Vendors shall obtain prior written approval from UMUC for all travel reimbursement requests and shall adhere to UMUC's Policy 380.10 - Policy on University Travel, herein incorporated as Attachment B.

## **4. SOLICITATION SCHEDULE:**

Solicitation Issue Date:	March 28, 2017
Questions Submission Due Date:	April 3, 2017 at 4:00 P.M. EDT
Proposal Due Date and Time:	April 24, 2017 at 11:59 P.M. EDT
Anticipated Award Date:	May 8, 2017
Anticipated Contract Start Date:	July 1, 2017

**5. TERMINATION FOR CONVENIENCE:**

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

**6. OPERATIONS MANAGEMENT:**

The Office of Marketing Services will be providing the management services for this Contract.

**7. SUBMISSION AND EVALUATION OF THE RESPONSES:**

Proposals to this solicitation are to be provided electronically in accordance with the Solicitation Schedule. Proposals must be attached to an e-mail in portable document format (.pdf). Hyperlinks to software products sent to UMUC's Issuing Office that indicate that the Proposal is 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 Proposal. By providing the Proposal to UMUC electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

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

Arun Muthuswami, Senior Buyer  
Goods and Non-Technology Services  
[arun.muthuswami@umuc.edu](mailto:arun.muthuswami@umuc.edu)  
Telephone No.: 301-985-7020  
Facsimile No.: 301-985-7151

and

Sharon G. Barry, Director  
Goods and Non-Technology Services  
[sharon.barry@umuc.edu](mailto:sharon.barry@umuc.edu)  
Telephone No.: 301-985-7156  
Facsimile No.: 301-985-7151

Responses must be submitted by an individual of the company who can bind the Firm to all contents of the response. Responses will be evaluated for technical merit (how well the proposed services meet the needs of UMUC) as well as price. The technical aspects of the response will weigh greater than the price (i.e., a vendor's response evaluated to be more technically responsive even though it has a higher associated price, may be awarded the Contract).

Firms located outside the State of Maryland may submit a proposal. UMUC may require regularly scheduled and impromptu onsite meetings at UMUC's offices. UMUC prefers vendors with the capability to meet at UMUC's office locations at any given time, at no cost to UMUC. A vendor's geographical location may be taken into consideration in regard to the firm's apparent ability to meet UMUC's specified lead times and the varying degrees of in-person

collaboration that may be required for any given project/deliverable. The decision as to the “most advantageous” is solely at UMUC’s discretion.

**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.

**8. SHORTLISTING:**

A shortlist may be developed based on the initial evaluation results. All Offerors will be notified of the results as they pertain to their respective proposal. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies the proposals present. UMUC reserves the right to reject, in whole or in part, any and all proposals without liability and/or to accept any bid in the best interest of the State of Maryland.

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

A UMUC non-exclusive contract will be issued to the awarded vendors. By responding to this Solicitation, proposers are accepting that they will agree to execute the attached Agreement including mandatory Terms and Conditions for contract award. As part of the attached Agreement, the awarded vendors shall be entering into a Non-Disclosure Agreement with UMUC for confidentiality and protection of UMUC’s intellectual property. (Refer to Sections 6 and 7 of the Agreement). All work product and documentation shall be regarded as a work for hire and is the property of University of Maryland University College and may not be copied or reproduced without its expressed written permission.

**10. OTHER AGENCY USE:**

Other institutions within the University System of Maryland may utilize this Contract with the written permission of UMUC. If such use is requested, all terms and conditions including pricing of the Contract is to be provided to the requesting institution. If, based on such use by other institutions, the overall volume of the Contract increases significantly, UMUC reserves the right



to negotiate more favorable pricing for the Contract. The service to UMUC must not diminish as a result of other institutions utilizing the Contract.

Enclosures:

Solicitation Terms and Conditions  
UMUC Professional Services Contract, Inclusive

**DO NOT COMPLETE – THIS IS A SAMPLE ONLY.**

**THIS CONTRACT #XXXXXX** (“Contract” or “Agreement”) is made on the **X<sup>st</sup> of Month**, 2017, between the University of Maryland University College, a constituent institution of the University System of Maryland (“USM”), an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, Maryland 20783, hereinafter referred to as (“UMUC” or “the University”) and \_\_\_\_\_ hereinafter referred to as “Contractor” or “Vendor” with principal offices located at \_\_\_\_\_ (collectively, “the Parties”).

**RECITALS**

The University issued solicitation documents (Solicitation # 91491) on March 28, 2017, as amended from time to time (“the Solicitation”), for photography services. Contractor submitted technical and price proposals dated **Month XX**, 2017, and accepted by the University (collectively, the “Proposal”) in response to the Solicitation, and the University subsequently selected the Contractor as an awardee of this non-exclusive Contract.

**THE PARTIES AGREE AS FOLLOWS:**

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

- 1.1 Contractor shall provide professional photography services (“the Services”), as needed by UMUC, 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 #91491 and all amendments to the Solicitation;
  - Exhibit A: Contractor’s Proposal dated **Month XX**, 2017;
  - 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 July 1, 2017, and conclude June 30, 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 Office of Marketing Services department 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 Service shall be made only with the prior knowledge and concurrence of the Project Coordinator.
- 2.3 The account manager/executive for the Contract shall be the same person identified in the Contractor's submittal responding to UMUC's solicitation unless (a) a change is requested by the Contractor and approved in writing by the 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 the Contract(s) resulting from Solicitation #91491 cannot exceed **\$200,000.00**. The total fees for all services under all contracts resulting from the above referenced solicitation 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 Office of Marketing Services. The University's current Purchase Order number, issued for accounting purposes only, must be noted on all invoices.

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

#### **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 10.1 of this Contract. If UMUC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the Parties may agree.
- 5.4 If the Contractor fails to meet the Service required at any other periods of time as mutually agreed to, UMUC may declare the Contract in material breach and begin the termination process as defined in Section 10.1 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 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 buying programs 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.

- 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.
- 10.4 The Contractor shall take any available precaution to prevent possible damage to UMUC property and facilities. The Contractor shall be responsible for the repair or replacement of any item or area damaged. Any repair or replacement must be to the complete satisfaction of the University. The Contractor shall assume full responsibility for any and all damages, or claims of damage, for injury to persons, property, or equipment which may result from any service performed under this Contract.

## 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:

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- 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; including the standards of sanitation, safety and health. The University reserves the right to randomly inspect facilities on a daily basis with or without the Contractor's representative. The Contractor shall be responsible to implement corrective operating measures required as a result of these inspections; 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.

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.

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

**UNIVERSITY OF MARYLAND  
UNIVERSITY COLLEGE**

\_\_\_\_\_

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

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

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

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

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

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

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

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

**EXHIBIT A**

This **Exhibit A** to **THIS CONTRACT #XXXXXX** is made on the **X<sup>st</sup> of Month**, 2017, between the University of Maryland University College, a constituent institution of the University System of Maryland ("USM"), an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, Maryland 20783, hereinafter referred to as ("UMUC" or "the University") and \_\_\_\_\_ hereinafter referred to as "Contractor" or "Vendor" with principal offices located at \_\_\_\_\_ (collectively, "the Parties").

Statement of Work:

**Exhibit A:**

See Contractor's Proposal dated **Month XX**, 2017.



**Attachment A**

**UMUC – Brand Identity and Guidelines**

## Attachment B

# Policy 380.10-Policy on University Travel

	This	Replaces
<b>File:</b>	380.10	380.10
<b>Date:</b>	7/25/12	6/4/12

**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 related 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
3. **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.

**CONTRACT AFFIDAVIT**

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

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

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

**C. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

\_\_\_\_\_

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D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

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