UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL

for

DIGITAL ADVERTISING MEDIA BUYING SERVICES

SOLICITATION No.: 91561

ISSUE DATE: JANUARY 18, 2018

DUE DATE FOR PORTFOLIO RESPONSES: JANUARY 31, 2018

DUE DATE FOR TECHNICAL AND PRICE PROPOSAL: MARCH 2, 2018

Submit Responses to:

Sharon G. Barry, Director of Procurement
Sharon.barry@umuc.edu
And
Alicia Klein, Director of Procurement
Alicia.klein@umuc.edu
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION I</th>
<th>GENERAL SOLICITATION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION II</td>
<td>SOLICITATION SCHEDULE</td>
</tr>
<tr>
<td>SECTION III</td>
<td>INTRODUCTION</td>
</tr>
<tr>
<td>SECTION IV</td>
<td>PORTFOLIO SUBMITTAL AND REQUIREMENTS</td>
</tr>
<tr>
<td>SECTION V</td>
<td>ANTICIPATED PHASES FOLLOWING PORTFOLIO PHASE</td>
</tr>
<tr>
<td>APPENDIX A</td>
<td>BID/PROPOSAL AFFIDAVIT</td>
</tr>
<tr>
<td>APPENDIX C</td>
<td>CONTRACT FORMS</td>
</tr>
<tr>
<td>APPENDIX D</td>
<td>ELECTRONIC FUND TRANSFER SCHEDULE</td>
</tr>
<tr>
<td>APPENDIX S</td>
<td>SOLICITATION TERMS AND CONDITIONS</td>
</tr>
</tbody>
</table>

The following documents are posted at [www.umuc.edu/procurement](http://www.umuc.edu/procurement) under the Solicitation Number 91561.
SECTION I

GENERAL SOLICITATION INFORMATION

1. **Issuing Office:**

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

   Attn: Sharon G. Barry, Director of Procurement  
   University of Maryland University College  
   3501 University Boulevard East  
   Adelphi, Maryland 20783  
   sharon.barry@umuc.edu

   and

   Alicia Klein, Director of Procurement  
   University of Maryland University College  
   3501 University Boulevard East  
   Adelphi, Maryland 20783  
   alicia.klein@umuc.edu

2. **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 with contract assistance from UMUC’s Office of Procurement.
SECTION II
SOLICITATION SCHEDULE

Issue Date: January 18, 2018

**Phase 1:** Portfolio Submission Date: January 31, 2018, by 2:00 P.M. EDT

Note: No questions will be accepted during Phase 1.

Establish Shortlist from Phase 1 Submittal: February 7, 2018

**Phase 2:** Issue Scope of Work (SOW) to Shortlisted Proposers and Request References: February 12, 2018

**Questions Regarding SOW and References Due:** February 19, 2018, by 2:00 P.M. EDT

**Technical and Price Proposal Due:** March 2, 2018, by 4:00 P.M. EDT

Establish Second Shortlist from Initial Technical Proposal Evaluation: March 22, 2018

**Phase 3:** Anticipated Oral Presentation/Interviews: TBD; March 26-April 6, 2018
(Second Shortlisted Proposers, if required and invited by UMUC.)

Establish Final Shortlist from Phase 3 Orals/Interviews: April 9, 2018

**Phase 4:** Request Best and Final Offers (if needed) April 12, 2018

BAFO Due (if requested by UMUC) April 18, 2018

Anticipated Contractor(s) Selection finalized: April 20, 2018

Agreement executed with selected Contractor(s) by: June 1, 2018 (Projected)

Anticipated Board of Regents approval by: September 14, 2018

Anticipated Board of Public Works approval by: October 17, 2018

Contract Commencement: October 18, 2018 (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 digital advertising media buying services. The selected contractor(s) will work with the Office of Marketing to achieve the University’s goals for growth. The selected contractor(s) must have a successful record of assisting organizations achieve growth through a proactive, analytical, innovative, and best-of-breed media buying approach. UMUC is looking for strategic partner(s) – sophisticated, engaged vendors with differentiated subject matter expertise and a proven, results-oriented background in acquisition marketing. **Only Proposers with experience purchasing a minimum of $5 million annually in digital media within the last five (5) years, for a single client, AND five (5) years of experience purchasing digital media, shall be susceptible for an award. Proposers are defined as either the company or the proposed account lead for UMUC.**

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

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

The selection process, as detailed in Sections IV and V of this Solicitation 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 Proposers and Request References
- Establish Second Shortlist from Phase 2 – Technical Proposals

**Phase 3:** Anticipated Oral Presentation/Interviews
(Second Shortlisted Proposers, if required and invited by UMUC.)
- Establish Final Shortlist from Phase 3 - Orals/Interviews

**Phase 4:** Request Best and Final Offers (BAFO)
(Final Shortlisted Proposers, if required 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 Proposers at each phase and at the appropriate time, additional information regarding the required 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 80,000 students worldwide, including substantial active-duty military service members, reservists, veterans, and their family members. It is one of the largest public universities in the nation and among 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 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 for more information about UMUC.

UMUC approaches advertising as a means to attract new students. Between the extremes of a direct-response advertiser and a brand advertiser, we are closer to direct-response. Our media planning and budget are specifically managed to generate inquiries, applications and enrollments. With that in mind, our experience and expectations of media partners is continual measurement and optimization of advertising spend, with the goal of improving performance.

UMUC is committed to continued growth, and feels going beyond our local borders is necessary to achieve this long term. We are very strong in our local market, but will over time roll out new markets. The speed and approach of this is undetermined, as it will be dependent on success and competitive factors. However, minimally this contract is to continue driving enrollments in the local market and test at least one additional market.

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/mb/index.html](http://www.mdot.state.md.us/mb/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 October 18, 2018 and conclude October 17, 2023. There will be an option to renew at the sole discretion of UMUC for a period of time not to exceed five (5) additional years. The maximum aggregate spend for all contracts resulting from this Solicitation shall not exceed $300M. 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 arise.

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 and in the sample Contract included in Appendix C of this solicitation. 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.
Offerors who have no operations in the United States shall not be considered for an award. Only Proposers with experience purchasing a minimum of $5 million annually in digital media, within the last five (5) years for a single client and five (5) years of experience purchasing digital media shall be susceptible for an award. Proposers are defined as either the company or the proposed account lead for UMUC.

Offerors shall be registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and shall be in good standing with the Maryland State Department of Assessments and Taxation. More information may be found at: [http://dat.maryland.gov/Pages/default.aspx](http://dat.maryland.gov/Pages/default.aspx).
SECTION IV

PROCUREMENT PHASE 1 AND EVALUATION PROCESS

PORTFOLIO SUBMITTAL AND REQUIREMENTS

1. **Portfolio Requirements:**
   As the initial phase of this procurement, interested vendors are to submit a Portfolio that provides evidence of its qualifications and experience in providing successful and innovative, “cutting edge” digital advertising and media buying, in accordance with this Section IV.

   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. Portfolios should be succinct and focused. The Portfolio submission (including a transmittal letter and responses to the Portfolio Requirements listed below) shall not exceed fifteen (15) pages.

   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 vendor is granting the University the permission to copy and/or transmit the Portfolio to appropriate internal University staff for evaluation purposes.

2. **Portfolio Criteria:**
   The following information must be furnished in the Portfolio. Proposers are requested to organize and title each section within the Portfolio in the same order as outlined below in items. Proposers must paginate the Portfolio and are requested to provide separations between the responses to each of the Portfolio Requirements.

   2.1 **Company Qualification.**

      a) **Only Proposers with experience purchasing a minimum of $5 million annually in digital media within the last five (5) years for a single client AND five (5) years of experience purchasing digital media, shall be susceptible for an award.** Proposers are defined as either the company or the proposed account lead for UMUC. Provide evidence that your company or your proposed account lead meets this qualification.

   2.2 **Company Experience and Client References** - Include the following:

      a) Provide a brief narrative on the profile of your company and include a brief history of the company including the number of years in business, the number of years
providing digital media buying services, your company’s headquarters location and location of office that will service UMUC. If applicable, provide a link to your vendor’s website.

b) Provide the names and titles of your senior leadership team. Include number of years at the company, each members’ specific area of expertise and number of years in that expertise.

c) Provide notable clients under management of each member of your senior leadership team (at this company or past companies) and describe the goal or key performance indicator(s) for each client. Notable clients include, but are not limited to, digital media clients similar to UMUC in size, objective and approach (see Section III. “Introduction and Process”, subsection 1.2 “Background” on pages 5-6 of this solicitation). Include dates of service for past clients.

d) Provide your company’s approximate total media purchased in 2017. Detail how many dollars of digital media you purchased in 2017 broken out by Paid Search, Display, Paid Social and Other.

e) Provide your company’s top five (5) clients by media purchased and include approximate media purchased in 2017 for each. Provide the top five (5) digital media clients and dollars purchased in 2017, if not the same.

2.3 Company Media Optimization:

a) Provide a detailed but concise narrative on how your company ensures the right mix of media and performance, and continually adjusts/optimizes. Describe your company’s top strength(s) above all else and why UMUC should consider you for this work.

b) Describe the type of technology/systems you use to support your media buying/optimization. Include the capabilities of these systems to report and to export granular data to the client. Describe how you have optimization conversations with your clients, and how the conversations are facilitated by the data/reporting. Feel free to share examples in an appendix (not counted toward the fifteen (15) page limit).

2.4 Bid/Proposal Affidavit: Complete and sign the Bid/Proposal Affidavit enclosed in Appendix A and enclose with the Portfolio. Note: The Bid/Proposal Affidavit will not count toward the fifteen (15) page limit.

3. Portfolio Evaluation:

The intent of the Portfolio Phase (Phase 1) is to provide vendors an opportunity to present their experience in digital (Paid Search, Display, Paid Social, etc.) advertising media buying services.

Portfolio submittals shall be evaluated based on:

3.1 Company Experience and Clients: Qualifications of the company specifically in digital media buying, to include:
a) Total years of experience purchasing digital media (company’s or proposed account lead’s experience shall be considered);

b) Total dollars of digital media purchased annually for a single client (company’s or proposed account lead’s experience shall be considered);

c) Digital media clients similar to UMUC in size, objective and approach (see Section III. “Introduction and Process”, subsection 1.2 “Background” on pages 5-6 of this solicitation).

3.2 Media Optimization: Strength of approach in analytics and optimization as measured by data driven decision making, utilization of state of the art technology, employing analytical personnel, etc.

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 buying and optimization for establishing a shortlist of qualified vendors.

The University’s Procurement Officer will facilitate the evaluation process. The Committee will rank the Portfolios and submit a shortlist of proposing vendors 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. Shortlisted Proposers will be provided the Scope of Work and invited to submit a Technical and Price Proposal as well as a list of references. Proposers that are further shortlisted will be invited to attend an oral/discussion session/s as described in Phase 3. 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.
SECTION V

ANTICIPATED PHASES FOLLOWING PORTFOLIO PHASE

1. Anticipated Phases 2 through 4 of the Procurement:

1.1. Phase 2: Issue Scope of Work (SOW) to Shortlisted Proposers: Following the Portfolio Phase, only the Shortlisted Proposers 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. At this time, the University will also request references from the Shortlisted Proposers.

1.2. Phase 3 – Oral Presentations/Interviews: Following the evaluation of all submitted Technical Proposals, only further Shortlisted Proposers as determined by the ranking resulting from the Technical Proposal 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 and 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 Proposers in writing at the time of the scheduling of oral presentations. (Refer to Solicitation for anticipated date of notification regarding the shortlist.)

The University, upon completion of the initial Technical Proposal evaluation, will set the actual time of the Oral Presentations on the date shown in the Solicitation Schedule. Proposers are advised to set aside these dates in their entirety. Proposers must determine how they can best present proposed team members and key personnel’s qualifications. The Procurement Officer will advise each final Shortlisted Proposer of the date and time for its Oral Presentation.

1.3. Phase 4 - BAFO: The Shortlisted Proposers following Phase 3, Oral Presentations/Interviews may be invited to Phase 4, Best and Final Offers, 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 Proposers at any phase to present their proposal if UMUC deems it unnecessary for further examination or clarification.

Details will be provided to the Shortlisted Proposers per the Solicitation Schedule.

2. 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.

3. **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 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 vendor’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 vendor’s response.

The award will be subject to the approval of the Board of Regents of the University System of Maryland and the State of Maryland Board of Public Works. Upon receipt of all required approvals, the University will execute the Contract with the awarded vendors.
APPENDIX A

BID/PROPOSAL AFFIDAVIT

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 business for which I am acting.

B. NOT USED

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

(applicable if an MBE goal is set)

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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES (if applicable to the solicitation)

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran–owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

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

(1) Been convicted under state or federal statute of a criminal offense incident to
obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

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

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

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;

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

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person’s involvement in any activity that formed the grounds of the debarment or suspension):
F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

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

H. AFFIRMATION REGARDING COLLUSION

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other
agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $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.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of and that the above business will comply with, Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

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

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

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

   c. Prohibit its employees from working under the influence of drugs and alcohol;
(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

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

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

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

The business' policy of maintaining a drug and alcohol-free

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

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

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

(h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement, and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination, or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and,

(k) Make a good faith effort to maintain a drug and alcohol-free workplace
through implementation of §K(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. 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 of 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: __________________________________________

(If not applicable, so state.)

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person,
partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of the Contract.

N. **CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

(1) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(2) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

(4) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

(5) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

O. **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:

P. ACKNOWLEDGMENT

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

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

Date:__________         By: __________________________________________

(Authorized Representative and Affiant)

Company Name:_____________________________________________________

FEIN No:__________________________________________________________
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:
RECITALS

The University issued solicitation documents (Solicitation 91561) on , 2018, as amended from time to time (“the Solicitation”), for digital advertising media buying services. Contractor submitted technical and price proposals dated, 2018, 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 digital advertising media buying services (“the Services” or “the Project”), as needed by UMUC’s Office of Marketing, 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 #91561 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 be in effect from date of the Maryland Board of Public Works approval (anticipated to be October 18, 2018 through October 17, 2023 (“Initial Term”) unless otherwise extended, expired or terminated pursuant to this contract. There is no guarantee of any dollar amount or quantity of Digital Advertising Media Buying Services under this contract. There will be an option to renew at the sole discretion of UMUC for a period of time not to exceed five (5) additional years.

In addition to its termination rights per section 10.1 and 10.2, UMUC at its sole option may discontinue the Contract, in whole or in part, of any or all of the vendor(s) at any time during the Initial Term with 30 days’ notice with no further obligations to the Contractor and with no penalty. If UMUC elects to discontinue any part or all of the Contract, a summation of work in progress for the contract will be made and a mutual agreement as to how to finalize this work in progress and/or transition to a new provider of UMUC Digital Advertising Media Buying Services will be made.

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 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 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 #91561 shall not exceed $___________. 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.

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
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.

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.

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.

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.

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.

Contractor’s obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

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.

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/usc/adminfinance/itcc/ITSecResource.html](http://www.usmd.edu/usc/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 Vendor affirms that Vendor and members of the Vendor’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) __________________________________ 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:
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 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

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 TRANSFERSCHEDULE

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 website 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 vendor 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](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](http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html).

11. **Confidentiality.**
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 V of the solicitation.

13. **Evaluation of Offers.** – Refer to Section IV 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 contractors 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. 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 advise 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

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