REQUEST FOR PROPOSAL #91680
Phase 2
Recruitment Process Outsourcing Services

ISSUE DATE: MAY 9, 2019

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NOTICE: Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order to ensure that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Offeror who fails to provide the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

University of Maryland University College
3501 University Boulevard East
Adelphi, Maryland 20783
www.umuc.edu
**PHASE 2-4 SOLICITATION SCHEDULE**

**RFP #91680**

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<td>Agreement Executed by Selected Contractor(s)</td>
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<td>Board of Public Works Approval</td>
<td>January 8, 2020</td>
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## UMUC RFP #91680 - Recruitment Outsourcing Process Services
### UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
#### RFP #91680
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**APPENDIX A: Technical Proposal Forms**
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- Bid/Proposal Affidavit
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**APPENDIX B: Price Proposal Forms**
- Price Proposal Form
- Pricing Sheet
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REQUEST FOR PROPOSALS
FOR
Recruitment Process Outsourcing Services

SECTION I. GENERAL INFORMATION

1. Summary.

1.1. Solicitation: The intent of this Request for Proposals (“RFP” or “Solicitation”) is to provide Recruitment Process Outsourcing (“RPO”) Firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of UMUC. Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal (“Proposal” or “Offer”) from an Offeror of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

1.2. 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.

1.3. Background: For a profile of the University, see http://www.umuc.edu/visitors/about/.

2. Issuing Office.

2.1. 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
301-985-7156
sharon.barry@umuc.edu

AND

Eric Pfister
Assistant Director
301-985-7095
eric.pfister@umuc.edu

2.2. The Issuing Office shall be the sole point of contact with the University for the purpose of the preparation and submittal of proposals in response to this solicitation.
3. **Questions and Inquiries.**
All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to [sharon.barry@umuc.edu](mailto:sharon.barry@umuc.edu) AND [eric.pfister@umuc.edu](mailto:eric.pfister@umuc.edu). Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.

4. **Proposal Closing Date/Due Date and Time.**

4.1. An original plus nine (9) copies (for a total of 10), as well as a flash drive, of the Technical Proposal must be received at the Issuing Office by the time and date per the Solicitation Schedule, as well as listed on the cover of this RFP, in order to be considered. Technical Proposals must be in a sealed envelope or container. Offerors should clearly mark the original hard copy of the Technical Proposal, as this is considered by UMUC to be the official Offer from the Proposer. **No pricing information is to be provided in the Technical Proposal; if any pricing information is included, the Proposal may be deemed non-responsive by the Procurement Officer.** By providing a flash drive, Offeror grants UMUC the right to reproduce and distribute copies of the Technical Proposal internally for evaluation purposes. The Technical Proposal on the flash drive must be compiled as one document and provided in pdf and WORD/Excel for ease of use by UMUC. **No electronic, telephone, telegraphic, or facsimile Technical Proposals will be accepted.**

4.2. Price Proposals are not requested at this time. Refer to the Solicitation Schedule for the anticipated due date and time of Price Proposals. Price Proposals will be requested at the appropriate time via addendum of all applicable shortlisted firms. An original and five (5) copies (for a total of 6), as well as a flash drive of the Price Proposal must be received at the Issuing Office by the time and date per the Solicitation Schedule, as well as listed on the cover of this RFP. Price Proposals must be in a sealed envelope or container. Offerors should clearly mark the original hard copy of the Price Proposal, as this is considered by UMUC to be the official Offer from the Proposer. The Price Proposal will be requested addendum. By providing a flash drive, Offeror grants UMUC the right to reproduce and distribute copies of the Price Proposal internally for evaluation purposes. The Price Proposal on the flash drive must be compiled as one document and provided in pdf and WORD/Excel for ease of use by UMUC.

4.3. **Late Proposal submissions will not be accepted.** The University will not waive delay in delivery resulting from need to transport a Proposal from another campus location, or error or delay on the part of the carrier. Directions to the UMUC Issuing Office can be found at the website [http://www.umuc.edu/visitors/locations/adelphi_building.cfm](http://www.umuc.edu/visitors/locations/adelphi_building.cfm).

4.4 Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.

4.5 The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by UMUC to be an Offer.
5. **Minority Business Enterprises.**

Minority participation is important to UMUC and the State of Maryland. State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. For more information on the State’s MBE program or questions related to certification, please contact 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).

An MBE subcontracting goal of no less than three and one-half (3.5) % of the total overall contract(s) value is established for this solicitation. This subcontracting goal will become part of the contract. **If an MBE prime is awarded the contract, this MBE subcontracting goal will still apply.** MBE Attachment A-2 – MBE Utilization and Fair Solicitation Affidavit (attached as part of Appendix A – Technical Proposal Forms as well as in Appendix M to the RFP) MUST be completed and included in the Initial Technical Proposal. **Per Maryland law, if MBE Attachment A-2 is NOT provided, the Procurement Officer SHALL deem the proposal not susceptible of the award. This is non-curable.**

At the time Price Proposals are received from the shortlisted firms, Attachment A-3 – MBE Participation Schedule forms will be required to be submitted. See Appendix B – Price Proposal Forms and Appendix M – MBE Regulations, Compliance, and Forms for further information.

6. **Acceptance of Terms and Conditions.**

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

7. **Contractual Agreement and Term.**

It is intended that one (1) contract will result from this Solicitation.

The Contract is subject to approval by the University System of Maryland Board of Regents (BOR) and the Maryland Board of Public Works (BPW). The initial term of the Contract is anticipated to start on or around July 1, 2020, through June 30, 2025. There will be one (1), five-year renewal option at the sole discretion of UMUC.

8. **Confidentiality of UMUC’s and Offeror’s Information.**

Refer to Appendix S for the terms of confidentiality of UMUC’s and Offeror’s information.

9. **Post-Award Confidentiality.**

Refer to Appendix C for the confidentiality obligations of awardees and UMUC.
SECTION II. SCOPE OF WORK

1. Purpose / Description.

University of Maryland University College (UMUC) is seeking to partner with an external vendor to continue to enhance/supplement our talent acquisition efforts with a customizable approach specifically developed for UMUC. This approach shall be for all three divisions located in the United States, Europe, and Asia. Our overarching goals entail (1) ensuring seamless and effective faculty and staff talent acquisition processes; (2) enhancing our employment brand and ability to attract, source, and manage prospective applicants (thus ensuring a great applicant experience); (3) building a productive pipeline of talent, and; (4) managing the on boarding of new hires. UMUC’s focus is on, but is not limited to, quality of hire, hiring manager satisfaction, cycle time reduction, accuracy, and use of technology.

Overall, UMUC is interested in learning more about how the RPO market has evolved, about new or improved, and value-added services including, but not limited to: managing applicant tracking systems; posting; sourcing; telephone screening; competency validation; interview scheduling; background checks; reference checks; offer administration; response letters; executive search; reporting and analysis; pre-screening testing; temporary staffing; diversity strategies; recruitment advertising and exit interviews. Vendors must provide information regarding vendor location, project management, change management, implementation and integration, and the strategic/operational/technological benefits of partnering with an external vendor. Vendor must be able to provide services onsite at UMUC’s stateside headquarters located in Prince George’s County, Maryland with offices in Largo and Adelphi. In addition, they must be able to provide services remotely to UMUC’s locations in Europe and Asia, which includes providing services across time zones convenient to Europe and Asia’s work day.

2. Scope of Work.

2.1 Key Deliverables by the successful RPO Provider include, but are not limited to, the following:

a) Design and implement onsite and remote talent acquisition strategies for faculty and staff employees aimed at building greater bench strength to meet UMUC’s strategic growth needs and achieve selection of the most qualified and diverse talent for all three UMUC divisions.

b) Build a strong global cadre of faculty who are distinguished by their professional experience, academic achievement, and ability to foster student learning.

c) Build strong talent pipelines of staff employee prospects that encompass a multitude of job functions, experience, and skill levels in support of the organization’s operations.

d) Continue to build a strategic, high-performing recruitment function. Assess current structure and service levels, processes, workflows, and staff competencies and knowledge.

e) Utilize Workday® and/or other recruitment tools, processes, and solutions that enable effective and efficient recruitment and onboarding of talented people. This may include technologies and platforms, such as social media, YouTube, artificial intelligence (AI), virtual reality (VR), and gaming.
f) Continue to improve and eliminate administrative bottlenecks, minimize cycle time, and automate or minimize transactional work, thereby achieving service delivery excellence and focus the talent acquisition team on proactively fulfilling UMUC’s workforce plan. Solutions, processes, and systems must be responsive and user-friendly.

g) Update UMUC’s employment brand and leverage the brand across targeted markets and professional communities. This includes reinvigorating and executing fully an internal and external branding strategy across both staff and faculty recruitment.

h) Develop and implement a workforce planning and talent pipeline strategy that ensures future talent needs are met by:

   i. Ensuring a thorough understanding of UMUC’s strategic growth strategy and accompanying workforce needs;
   ii. Working with UMUC leaders and management to envision what the environment and culture will most likely look like in the future.
   iii. Identifying and recommending the core competencies that will move UMUC forward and enable the organization to thrive and achieve desired outcomes.
   iv. Developing and implementing strategies for building this workforce.

i) Create/provide a metrics-driven process to track turnover and retention and to drive workforce optimization (i.e., establish and promote best practices for qualifying and retaining key talent, partnering with Human Resources and Organizational Development to create appropriate development strategies and leverage leadership to promote messages toward continuous improvement).

j) Build credible partnering relationships and ensure that the talent acquisition function is expert, proactive, and viewed by its internal customers as consistent, helpful, strategic, and vital.

k) Ensure compliance with EEO and other regulatory requirements and oversee progress toward goals in UMUC’s Affirmative Action Plan.

l) Provide seamless support to UMUC operations across all time zones including, but not limited to the United States, Asia, and Europe.

2.2 Talent Acquisition operating principles that an external partner shall possess are:

   a) Serve – everything is focused on understanding and serving the diverse needs of the customer.
   b) Add Value – continually seek to increase value through collaboration, continuous learning, process improvement, and constant innovation.
   c) Results Driven – be accountable for and driven by shared mission and goals.
   d) Confidentiality – adhere to the principles of confidentiality in all interactions.

2.3 Key drivers for successful talent acquisition initiatives include:

   a) Service Orientation – understand and proactively address UMUC staffing needs quickly and consistently. Collaborate to forecast and creatively solve anticipated staffing challenges.
   b) Relationship Management – improve the client experience and build/leverage better relationships internally and externally. Tap into the expertise of our
clients/partners in order to enhance the results of talent acquisition initiatives and activities - which will ensure our competitive advantage.

c) Communication – ensure various modes of communication which will reinforce everyone’s accountability for recruitment and retention and drive execution.

d) Market Competitiveness – attract and retain highly skilled and competent staff. Maintain internal equity while ensuring external competitiveness.

e) Metrics – measure key recruitment metrics in order to monitor/analyze trends related to the acquisition of talent, appropriately and accurately gauge and adjust resources, and make fact-based decisions concerning staffing processes. This will ensure successful staffing results, keep hiring managers satisfied, and promote continuous improvement.

f) Technology – effectively utilize technology in order to maximize ongoing recruitment efforts and reach the people that we need to hire and retain.

g) Diversity and Affirmative Action – ensure compliance with UMUC’s Policy 040.30 Affirmative Action, Equal Opportunity, and Sexual Harassment. This policy may be found at:

Potential partners are encouraged to address possible short term and/or long term solutions utilizing Workday® to enhance the candidate experience. However, solutions that enhance the use of Workday or use other software and systems may be considered. UMUC is interested in exploring all viable options.
SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 1. TECHNICAL PROPOSAL REQUIREMENTS

1. General Requirements.

1.1 Transmittal Letter: A transmittal letter prepared on the Offeror's business stationery must accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Technical Proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal. (See 1.2 below.) Include the Offeror’s official business address and state in which it is incorporated or organized (if Offeror is not an individual). An appropriate contact name, title, phone number, and email address should also be provided for UMUC’s use during the procurement process. Do not include price information in the transmittal letter.

1.2 Signing of Forms: A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. No electronic, telephone, telegraphic, or facsimile Technical Proposals will be accepted.

2. Initial Technical Criteria.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided, but must be attached as an appendix rather than included within the body of the Proposal. Offerors must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria.

The following information must be furnished in the Technical Proposal per this solicitation, as more fully described below in items 2.1 through 2.8. Failure to include any of the items listed below may disqualify your firm’s response. The Technical Criteria, items 2.1 through 2.4, are listed below in order of importance. Offerors are requested to compile their Proposals in the same order. It is the Offeror’s responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for UMUC.

2.1 Methodology and Approach:

Describe how your firm can provide the following:

a. Design and implement onsite and remote talent acquisition strategies for faculty and staff employees worldwide aimed at building greater bench strength to meet UMUC’s
strategic growth needs and achieve selection of the most qualified and diverse talent for all three UMUC divisions.

b. Build strong talent pipelines of staff employee prospects that encompass a multitude of job functions, experience and skill levels in support of the organization’s operations.

c. Describe how your firm can build a strategic high-performing recruitment function, Assess current structure and service levels, processes, workflows, staff competencies, and knowledge.

d. Utilize Workday® and/or other recruitment tools, processes, and solutions that enable effective and efficient recruitment and onboarding of talented people. This may include technologies and platforms, such as social media, YouTube, artificial intelligence (AI), virtual reality (VR), and gaming.

e. Create/provide a metrics-driven process to track turnover and retention and to drive workforce optimization (i.e., establish and promote best practices for qualifying and retaining key talent, partnering with Human Resources and Organizational Development to create appropriate development strategies and leverage leadership to promote messages toward continuous improvement).

f. Build credible partnering relationships and ensure that the talent acquisition function is expert, proactive, and viewed by its internal customers as consistent, helpful, strategic, and vital.

g. Ensure compliance with EEO and other regulatory requirements and oversee progress toward goals in UMUC’s Affirmative Action Plan.

2.2 **Products/Services:** Describe the services offered by your firm that include, but are not limited to, the following:

- Applicant tracking systems;
- Job posting/sourcing;
- Telephone screening;
- Competency validation;
- Interview scheduling;
- Background checks;
- Reference checks;
- Offer administration;
- Response letters;
- Executive search;
- Reporting and analysis;
- Pre-screening testing;
- Temporary staffing;
- Diversity strategies;
- Recruitment advertising and;
- Exit interviews

2.3 **Staffing Organization and Proposed Key Personnel Qualifications:** Identify the personnel who will serve on UMUC’s account. Provide the titles and resumes for each person identified.
2.4 Special/Unique Qualifications: Describe any special or unique qualifications that your firm possesses.

2.5 Proposal Affidavit: Complete and sign the Proposal Affidavit enclosed in Appendix A and enclose with the Technical Proposal.


2.7 Acknowledgement of Receipt of Addenda Form: If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (found in Appendix A) must be completed, signed, and included in the Offeror's Technical Proposal.

2.8 Acknowledgement of Review of Contract: The UMUC Sample Contract for this Procurement will contain the mandatory provisions in Appendix C as well as any additional terms required by the University of the State of Maryland. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by UMUC. For accounting purposes only, UMUC will also issue a purchase order to the awarded Contractor.


Offerors may modify their Technical Proposals by mail at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Offeror was mailed prior to the Proposal due date and time. Technical Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the University.
SECTION III
ARTICLE 2. TECHNICAL EVALUATION PROCESS

1. Qualifying Proposals.

1.1 Procurement Officer Review: The Procurement Officer shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP (i.e., susceptibility of award). Failure to comply with any mandatory requirement will normally disqualify a Proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so and when permitted by law.

1.2 Evaluation and Selection Committee: All Qualifying Proposals will be reviewed by a UMUC Evaluation and Selection Committee (the “Committee”) established by the Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate UMUC staff or request additional technical assistance from any other source.


2.1 Initial Technical Evaluation: Following the Procurement Officer’s qualifying review, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria listed in Article 1, § 2, above. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University’s best interest and when permitted by law. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Technical Proposals represent.

2.2 Shortlisting: In accordance with the Evaluation Criteria set forth in Article 1, § 3, a shortlist may be developed based on the Initial Technical Evaluation results. All Offerors will be notified of the results as they pertain to their respective Technical Proposal.


3.1 Purpose: Based on the Evaluation Committee’s Initial Technical Evaluation, the University may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session (“Discussion Session”). The purposes of the Discussion Session are as follows:

(i) To provide the Offeror the opportunity to demonstrate its product(s), if applicable;
(ii) To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed product, cost model options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the professional services;
(iii) To allow the University to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed services and its implementation; and
(iv) To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

3.2 Format: The Discussion Session will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. Ample time will be available for the University and the Offeror to ask questions and discuss issues and concerns related to the scope of the services, and the Offeror’s capabilities and qualifications. We anticipate that the Discussion Session will be approximately 60 to 75 minutes in length.

Each shortlisted Offeror will be required to have the key personnel who will service UMUC’s account attend the session in Adelphi, Maryland. Following the Discussion Session, additional follow-up, clarification documentation may be requested of each Offeror.

3.3 Date: The times and dates for the Discussion Session(s) will be set upon completion of the Initial Technical Evaluation; however, it is anticipated that the Discussion Session(s) will be conducted on the times and dates listed per the Solicitation Schedule, as well as on the cover of this RFP. Offerors are therefore advised to set this(ese) date(s) aside in its (their) entirety on the calendars of the appropriate key personnel.


4.1 Criteria: Following the Discussion Session held with shortlisted Offerors, a Second Phase Technical Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Technical Proposals of shortlisted Offerors, incorporating assessments of the Discussion Session and outcomes of reference checks. The University reserves the right to make a determination that an Offeror is not shortlisted prior to completing reference checks. The order of Evaluation Criteria remains the same.

4.2 Process: Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Offerors will be notified of the results of the Technical Evaluation as they pertain to their respective Technical Proposals. It is UMUC’s intent to incorporate references prior to establishing the final shortlist of proposals. Once a final shortlist of proposals is established, the Committee will rank the remaining Technical Proposals from highest to lowest.
SECTION III
ARTICLE 3. PRICE PROPOSALS

1. Submission.
Price Proposals will be requested of the final shortlisted firms and must be received at the Issuing Office by the specified due date and time per the Solicitation Schedule. Offerors that have been notified at any time prior to the Price Proposal due date that they have not progressed in the procurement process are not required to submit a Price Proposal. If applicable, all Offerors must use the Price Proposal form included in Appendix B. One (1) original and two (5) copies (for a total of three (6)), as well as a flash drive, must be provided. The original must be clearly labeled as this is the official Offer from the Proposer. No electronic, telephone, telegraphic, or facsimile Price Proposals will be accepted.

2. Content.
The Price Proposal should consist of cost per hire fee and monthly management fees to include all personnel assigned to UMUC’s account (see Appendix B). The Price Proposal may also contain the following, if applicable:

1) Implementation fees and other professional services; and
2) Maintenance and Support fees of proprietary software, if applicable

These fees must be good for the first year of the Contract. Contractor may request a price increase, if any, by April 1st of each calendar year. Any price increase request not received by that date may not be considered by UMUC and pricing in the subsequent year of the Contract will remain the same as the then current applicable prices. A price increase, if any, shall not exceed the Consumer Price Index (“CPI”) for “All Urban Consumers” as published by the US Department of Labor Statistics. For purposes of calculating the potential increase, the CPI to be used will be the index for twelve-month period ending at the previous calendar year. For example, if the Initial Term ends August 31, 2018, the price index for twelve-month period ending December, 2017 will be used. Price increases will be capped at CPI or 5%, whichever is less, for any given one year period. Statistics will be referenced for negotiation purposes as Contractor is not to assume that any price increase will be applied. As well, increases are not cumulative for prior years. If a Contractor fails to request a price increase in one year and then requests an increase for the subsequent year, the Contractor cannot include a cumulative amount which includes the prior annual term. Any increase approved by UMUC will take effect on September 1st of each year and be effective for a minimum of twelve (12) months. Upon approval by the University, any such modified rate will constitute the labor cost figure for the contract. The University reserves the right to terminate the Contract at any time upon giving thirty (30) days written notice.

There are no reimbursables associated with this Contract. All expenses, including domestic travel, must be included in the Offeror’s monthly management fee.

3. Evaluation.
Price Proposals will be evaluated based on the total cost of the services requested above. The University may elect to request Best and Final Price Proposals (BAFO’s).
The Committee will establish a financial ranking of the final Price Proposals from lowest to highest total offers.

**SECTION III**

**ARTICLE 4. FINAL EVALUATION, RANKING AND SELECTION**

1. **Recommendation of Award or Further Discussions.**

   The Committee may recommend an Offeror for contract award(s) 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 of Maryland, the Committee may 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.

2. **Final Ranking and Selection.**

   2.1 **Process:** Following evaluation of the Technical Proposals and the Price Proposals (and Best and Final Offers, if applicable), the Evaluation and Selection Committee will make an initial overall ranking of the Proposals and recommend to the Procurement Officer the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to the University and the State of Maryland. The decision of the award(s) of the Contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. All Offerors will be notified of the award(s) selection.

   2.2 **Basis for Award:** Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposal is not the lowest. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of the University as set forth in the RFP. 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 vendor.

   2.3 **Negotiations:** The University may select for award one or more Offeror(s) to negotiate the terms and conditions of the Contract. The University reserves the right to make an award with or without negotiation.

3. **Debriefing.**

   3.1 **Request:** Unsuccessful Offerors may request a debriefing. A request must be submitted in writing to the Procurement Officer within ten (10) days after the date on which Offeror knows, or should have known, that its Proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

   3.2 **Discussion:** Debriefings shall be limited to discussion of the Offeror’s Proposal only and shall not include a discussion of a competing Offeror’s Proposal. The debriefing may
include information on areas in which the unsuccessful Offeror’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 summary of the Procurement Officer’s rationale for the selection may be given.
APPENDIX A

TECHNICAL PROPOSAL FORMS

(NOTE: Refer to Section III, Article 1, for all required contents of the Technical Proposal. Completion of these forms in this Appendix A is NOT the complete contents required.)

1. Acknowledgement of Receipt of Addenda Form

2. MBE Attachment A-2 – MBE Utilization and Fair Solicitation Affidavit
   Note: If an Offeror fails to submit Attachment A-2 with its bid or Technical Proposal as required by the solicitation, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offer is not reasonably susceptible of being selected for award. This is non-curable.
APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91680

TECHNICAL PROPOSAL DUE DATE: June 7, 2019 at 2:00 P.M. EST

RFP FOR: Recruitment Process Outsourcing Services

NAME OF OFFEROR: ________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated ______
Addendum No. _____ dated ______
Addendum No. _____ dated ______
Addendum No. _____ dated ______
Addendum No. _____ dated ______
Addendum No. _____ dated ______

As stated in the RFP documents, this form is included in our Technical Proposal.

___________________________________________
Signature

___________________________________________
Printed Name

___________________________________________
Title
PART A-2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This MBE Utilization and Fair Solicitation Affidavit must be completed and included with the Technical proposal. If the Bidder or Offeror fails to complete and submit this Affidavit with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award. **THIS IS NON-CURABLE.**

In connection with the bid/proposal submitted in response to Solicitation No. ________, I affirm the following:

1. **MBE Participation (PLEASE CHECK ONLY ONE)**

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and all of the following subgoals:

   - _____ percent for African American-owned MBE firms
   - _____ percent for Hispanic American-owned MBE firms
   - _____ percent for Asian American-owned MBE firms
   - _____ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete Part A-3 - MBE Participation Schedule in order to be considered for award.

OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete Part A-3, the MBE Participation Schedule for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

**Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

(a) Outreach Efforts Compliance Statement (Attachment B);
(b) MBE Subcontractor Project Participation Statement (Attachment C);
(c) MBE Prime Project Participation Statement (Attachment D), if applicable;
(d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.
Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit is true to the best of my knowledge, information and belief.

_______________________________  __________________________________
Bidder/Offeror Name    Signature of Authorized Representative
(PLEASE PRINT OR TYPE)

_______________________________
Address

_______________________________  __________________________________
City, State and Zip Code    Date

SUBMIT THIS AFFIDAVIT WITH TECHNICAL BID/PROPOSAL
APPENDIX B

PRICE PROPOSAL FORMS
And
MBE Attachment A-3 - MBE Participation Schedule
And
Living Wage Affidavit
The undersigned hereby submits the Financial Proposal as set forth in RFP # 91680 dated ____________, 201__, and the following subsequent addenda:

- Addendum __ dated________
- Addendum __ dated________
- Addendum __ dated________
- Addendum __ dated________

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

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

A. Attached to this Price Proposal Form is our Pricing Sheet stating our firm's maximum management fee for all personnel and staff positions that will be applicable through June 30, 2021. We confirm that these fees are fully loaded and include all costs and expenses. We understand that there are no reimbursables associated with any resulting Master Contract.

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

The evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents. We understand that technical weighs greater than financial.

We understand that the University reserves the right to award a contract for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Account Representative(s) and Executive Manager and/or any other Key People named within our Technical Proposal will be assigned to the UMUC Contract for the duration of this
Contract. We understand that no changes in these assignments will be allowed without written authorization from the University via contract amendment prior to such changes being made.

Enclosure:  
- Exhibit B – Price Proposal RFP 91680 for RPO Services  
- Living Wage Affidavit  
- MBE Attachment A-3 – MBE Participation Schedule  

Note: If an Offeror fails to submit Attachment A-3 with its bid or Price Proposal as required by the solicitation, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offer is not reasonably susceptible of being selected for award. This is non-curable.

(Signatures should be placed on following page.)
The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

### A. INDIVIDUAL PRINCIPAL

In Presence of Witness: ____________________________

FIRM NAME _________________________

ADDRESS _____________________________

TELEPHONE NO. _______________________

SIGNED ______________________________

PRINTED NAME ____________________________

TITLE: ________________________________

### B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)

ADDRESS _____________________________

TELEPHONE NO. _______________________

In Presence of Witness: ____________________________

Printed Name: ______________________________

BY ____________________ (Partner)

Printed Name: ______________________________

BY ____________________ (Partner)

### C. CORPORATION

(Name of Corporation)

ADDRESS _____________________________

TELEPHONE NO. _______________________

Attest: ____________________________

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY: ________________________________

Signature of Officer and Title

Printed Name

Title
<table>
<thead>
<tr>
<th>Tier</th>
<th>Employee Classes by Group</th>
<th>Volume</th>
<th>Cost Per Hire/Monthly Fee</th>
<th>Annual Total</th>
<th>Cost Per Hire/Monthly Fee</th>
<th>Annual Total</th>
<th>Cost Per Hire/Monthly Fee</th>
<th>Annual Total</th>
<th>Cost Per Hire/Monthly Fee</th>
<th>Annual Total</th>
<th>Cost Per Hire/Monthly Fee</th>
<th>Annual Total</th>
<th>Total for 5 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier I</td>
<td>Exempt IT Staff; Exempt Contingent II IT staff; Graduate Adjunct Faculty; 12 month Collegiate Graduate Faculty</td>
<td>308</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exempt non-IT Staff; Exempt Contingent II non-IT staff; Undergraduate Adjunct Faculty; 12 month Undergraduate Collegiate Faculty; Non-exempt Staff; Non-Exempt Contingent II staff</td>
<td>594</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monthly Management Fee 12 months per year</td>
<td>900</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total for Year</td>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Tier II</td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unit price for Tier III: (Rehires; Internal and lateral promotion/demotion transfers: Secondary positions)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

Quote Percentage Discount if Recruitment is from UMUC's current iCIMS database: 0%
Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. _________________________________________________________________________________
Name of Contractor ___________________________________________________________________________
Address_____________________________________________________________________________________
City______________________________________ State________ Zip Code______________________________

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons: (check all that apply)

__ Bidder/Offeror is a nonprofit organization
__ Bidder/Offeror is a public service company
__ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
__ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate. The living wage rate effective September 28, 2018 is $13.96 per hour. This living wage rate changes each year and is published 90 days from the end of the University’s fiscal year at https://www.dllr.state.md.us/labor/prev/livingwage.shtml. The University’s fiscal year is July 1st through June 30th.

B. Contractor further agrees that UMUC has the right to conduct an independent audit by University internal auditors or State of Maryland auditors of the Contractor’s payroll records to confirm this affirmation at any time. Contractor also agrees to cooperate with UMUC to supply required documentation in the event that it is requested as support for this affidavit by the State of Maryland or an agency of the State of Maryland. Any information that is supplied by contractor under this Affidavit to UMUC, the State of Maryland or an agency of the State of Maryland will be subject to the terms of the Maryland Public Information Act.

C. _____________________ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

__ All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
__ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
__ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.
The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: ______________________________________________________
____________________________________________________________________________________

Signature of Authorized Representative     Date
____________________________________________________________________________________

Title

Witness Name (Typed or Printed)

Witness Signature        Date
PART A-3 - MBE PARTICIPATION SCHEDULE

This MBE Participation Schedule must be completed and included with the Price proposal. If the Bidder or Offeror fails to submit this form with the Price proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. **THIS IS NON-CURABLE.**

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total contract value allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT-certified.

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Project Description</th>
<th>PROJECT/CONTRACT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

List information for each certified MBE firm you agree to use to achieve the MBE participation goal and subgoals, if any. MBE primes: Please complete both sections A and B below.

**SECTION A:** For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<table>
<thead>
<tr>
<th>MBE Prime Firm</th>
<th>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): ______ % Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:___________</td>
<td>__________% ____________________________________________________________________________________________________________________________</td>
</tr>
<tr>
<td>MBE Certification Number: ___________________</td>
<td></td>
</tr>
<tr>
<td>(If dually certified, check only one box.)</td>
<td></td>
</tr>
<tr>
<td>☐ African American-Owned</td>
<td></td>
</tr>
<tr>
<td>☐ Hispanic American-Owned</td>
<td></td>
</tr>
<tr>
<td>☐ Asian American-Owned</td>
<td></td>
</tr>
<tr>
<td>☐ Women-Owned</td>
<td></td>
</tr>
<tr>
<td>☐ Other MBE Classification</td>
<td></td>
</tr>
<tr>
<td>NAICS code: ___________________</td>
<td></td>
</tr>
</tbody>
</table>

Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): ______ %

☐ Supplier, wholesaler and/or regular dealer (count 60%)
☐ Manufacturer (count 100%)
☐ Broker (count reasonable fee/commission only)
☐ Furnish and Install and other Services (count 100%)

Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.

A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) ______ %

B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ______ % x 60% = ______ %

C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) ______ %

Description of the Work to be performed with MBE prime’s own forces:

________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________
### SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

| MBE Firm Name: | ____________________________ |
| MBE Certification Number: | ____________________________ |

(If dually certified, check only one box.)
- [ ] African American-Owned
- [ ] Hispanic American-Owned
- [ ] Asian American-Owned
- [ ] Women-Owned
- [ ] Other MBE Classification

| NAICS code: | ____________________________ |

Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.

- [ ] Supplier, wholesaler and/or regular dealer (count 60%)
- [ ] Manufacturer (count 100%)
- [ ] Broker (count reasonable fee/commission only)
- [ ] Furnish and Install and other Services (count 100%)

Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.

**A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ______%**

**B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule).**

| Total percentage of Supplies/Products ______%  X  60%  =  _____% |

**C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ______ %**

Description of the Work to be Performed:

| ________________________________________________________________ |
| ________________________________________________________________ |

**MBE Firm Name:** ____________________________

| MBE Certification Number: | ____________________________ |

(If dually certified, check only one box.)
- [ ] African American-Owned
- [ ] Hispanic American-Owned
- [ ] Asian American-Owned
- [ ] Women-Owned
- [ ] Other MBE Classification

| NAICS code: | ____________________________ |

Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.

- [ ] Supplier, wholesaler and/or regular dealer (count 60%)
- [ ] Manufacturer (count 100%)
- [ ] Broker (count reasonable fee/commission only)
- [ ] Furnish and Install and other Services (count 100%)

Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.

**A. Percentage amount of subcontract where the MBE Firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ______%**

**B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule).**

| Total percentage of Supplies/Products ______%  X  60%  =  _____% |

**C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ______ %**

Description of the Work to be Performed:

<p>| ________________________________________________________________ |
| ________________________________________________________________ |</p>
<table>
<thead>
<tr>
<th>MBE Firm</th>
<th>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:___________________________________</td>
<td>□ Supplier, wholesaler and/or regular dealer (count 60%)</td>
</tr>
<tr>
<td>MBE Certification Number: ________________</td>
<td>□ Manufacturer (count 100%)</td>
</tr>
<tr>
<td>(If dually certified, check only one box.)</td>
<td>□ Broker (count reasonable fee/commission only)</td>
</tr>
<tr>
<td>❑ African American-Owned</td>
<td>□ Furnish and Install and other Services (count 100%)</td>
</tr>
<tr>
<td>❑ Hispanic American-Owned</td>
<td>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that for the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</td>
</tr>
<tr>
<td>❑ Asian American-Owned</td>
<td>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ______%</td>
</tr>
<tr>
<td>❑ Women-Owned</td>
<td>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ______%  X  60%  = _____%</td>
</tr>
<tr>
<td>❑ Other MBE Classification</td>
<td>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ______ %</td>
</tr>
<tr>
<td>NAICS code: ____________________________</td>
<td>Description of the Work to be Performed:</td>
</tr>
</tbody>
</table>

Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.

□ Supplier, wholesaler and/or regular dealer (count 60%)
□ Manufacturer (count 100%)
□ Broker (count reasonable fee/commission only)
□ Furnish and Install and other Services (count 100%)

Continue on separate page if needed
I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Schedule, and (ii) the information contained in the MBE Schedule is true to the best of my knowledge, information and belief.

_______________________________  __________________________________
Bidder/Offeror Name    Signature of Authorized Representative
(PLEASE PRINT OR TYPE)

_______________________________  _________________________________
Address      Printed Name and Title

_______________________________  _________________________________
City, State and Zip Code    Date

**SUBMIT THIS SCHEDULE WITH PRICE PROPOSAL**
APPENDIX C

CONTRACT FORMS

1. Contract
2. Contract Affidavit
APPENDIX C

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
CONTRACT #91680

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:

UMUC Procurement Officer/Contract Manager:
Phone Number:
E-mail address:
THIS 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."

RECITALS

The University issued solicitation documents (Reference ____________) ______ on _________, ______, 201_, or, absent a solicitation document, requested in writing, as amended from time to time (the “Solicitation”), to solicit a provider of ____________ services. Contractor submitted a technical proposal dated ________ _ 201_ and price proposal dated ________ __, 201_, and accepted by the University ("collectively Proposal") in response to the Solicitation, and the University subsequently selected the Contractor as the awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.1 Contractor shall provide to the University _______________ professional services (the "Services"), as from time to time ordered by the University, in accordance with the terms and conditions of this Contract.

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

   o This Contract Form (pages 1 through __);
   o If applicable, The Solicitation #_________ and all amendments to the solicitation, or absent a Solicitation, the UMUC request for submittal of a Proposal;
   o Contractor’s Technical Proposal dated ___________ as to Sections ___ only and Price Proposal dated _____________; and,
   o 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 This Contract shall be in effect from _________________ __, 201_ through ____________ __, 201_ unless otherwise extended, expired or terminated pursuant to this Contract. If applicable, there are ____ 12-month renewal options at UMUC’s sole option.
2. PROFESSIONAL SERVICES

2.1 The Contractor shall perform the Project 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 Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.

2.2 The maximum fee for the Contractor's professional services is ________. The Contractor’s fees for services required to complete the Project shall not exceed the maximum fee.

2.3 The UMUC Office of ________ will designate a staff member to act as coordinator (“Project Coordinator”) between UMUC and the Contractor. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other UMUC personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other UMUC offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.

2.4 The professional services team for the Project shall be the same team 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.

2.5 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 Contractor’s fees shall not exceed the rates set forth in the Contract per the Contractor’s price proposal dated ______________.

3.2 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.

3.2.1 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 Ordering Department (as noted on the cover page of this Contract). The University’s current Purchase Order number, issued for accounting purposes only, must be noted on all invoices.

3.3 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.

3.4 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 reports and presentations required by the University and other reports set forth in the relevant Task Order.

4.2 Contractor agrees that all research, notes, data, computations, estimates, reports or other documents or work product obtained by or produced by Contractor under this Contract (the “Work”) shall be the sole and exclusive property of the University. Upon the University’s request or upon the expiration or termination of this Contract, Contractor shall deliver or return all copies of the Work to the University. The Contractor is permitted, subject to its obligations of confidentiality, to retain one copy of the Work for archival purposes and to defend its work product.

4.3 Notwithstanding the terms of Paragraph 4.2, Contractor is permitted to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by the Contractor prior to, or acquired during, the performance of the Services under this Contract.

4.4 Contractor and University intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If for any reasons the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to University, its successors, 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.

4.5 Contractor agrees to execute all documents and to perform such other proper acts as University may deem necessary to secure for University the rights in the Work.
4.6 In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

5. **EVALUATION AND ACCEPTANCE PROCEDURE**

5.1 Upon completion and delivery of each deliverable 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/delivery of a deliverable by Contractor and acceptance by UMUC of each deliverable. Contractor will demonstrate to UMUC that the deliverable has been completed or has occurred and will provide UMUC with written notice of the same.

5.2 Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by UMUC of a scheduled deliverable from Contractor, UMUC shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then UMUC will provide written confirmation to Contractor that the deliverable is accepted.

5.3 If the deliverable does not Materially Conform, UMUC shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to UMUC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to UMUC within the time period specified, or if not specified, then within ten (10) business days for further testing by UMUC. If the deliverable again fails to Materially Conform then this same process will be repeated one more time. If the deliverable 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 and (b) extend the warranty period, if applicable, or (c) begin the termination process as defined in Section 10.1 of this Contract. If UMUC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

5.4 If either party fails to meet the testing period described above, or any other periods of time as mutually agreed to, the other party may declare the Contract in material breach and begin the termination process as defined in Section 10.1 of this Contract.
6. **INTELLECTUAL PROPERTY**

6.1 Neither party may use the other party’s name, trademarks or other proprietary identifying symbols without the prior written approval of the other party.

6.2 Contractor agrees to defend upon request and indemnify and hold harmless UMUC, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment or services under this Contract.

7. **CONFIDENTIAL INFORMATION**

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

7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.

7.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.

7.4. Contractor acknowledges and understands that UMUC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), the Gramm Leach Bliley Act (“GLBA”), or the Maryland Public Information Act (“PIA”), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the “Privacy Laws”). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMUC’s employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMUC would be obligated if the Confidential Information was in the possession or control of UMUC. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.

7.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UMUC
reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

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

7.7 Contractor acknowledges that Contractor’s failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 7 shall be a material breach of this Contract.

7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor’s possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

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

7.9 Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and the University 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 the University or destroyed upon completion or termination of this Contract.

8. RELATIONSHIP OF THE PARTIES

8.1 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.
8.2 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, the University 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 the University, 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.

8.3 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. DISTRIBUTION OF RISK

9.1 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 in which the Services are performed. Upon request, Contractor shall provide the University with evidence of such insurance.

9.2 Contractor shall indemnify and hold harmless the University 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. The University agrees to notify Contractor promptly of any known liabilities, claims, or demands against the University for which Contractor is responsible hereunder, and Contractor agrees to at UMUC’s request defend the University or settle any such liabilities, claims, or demands.

9.3 Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.

10. GENERAL TERMS AND CONDITIONS

10.1 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, the University may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The University 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 the University is entitled pursuant to this Contract shall become the University's property. The University 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 the University 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.
10.2 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.

10.3 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 the University, 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.

10.4 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.

10.5 Subcontracting and Assignment.

10.5.1 The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of the University nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMUC. The University shall not be responsible for the fulfillment of the Contractor’s obligations to subcontractors. Any such subcontract shall be subject to any 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.

10.5.2 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 the University. 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.

10.6 Maryland Law Prevails. This Contract, and all claims arising out of or relating to this Contract, shall be governed in all respects by the laws of the State of Maryland, without reference to its conflicts of laws rules.
10.7 **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.

10.8 **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.

10.9 **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 Blvd East  
Adelphi, MD 20783-8044

For the Contractor:

________________________  
________________________  
________________________

10.10 **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.

10.11 **Retention of Records.** Contractor shall retain and maintain all records and documents relating to this Contract for three 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.

10.12 **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.

10.13 **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, sexual orientation, gender identification, 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.

10.14 **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.

10.15 **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.

10.16 **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.

10.17 **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.

10.18 **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.

10.19 **Compliance with Laws.** The Contractor hereby represents and warrants that:

10.19.1 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;

10.19.2 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;

10.19.3 It shall comply with all international, federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
10.19.4 To the extent that personal data is disclosed, it shall comply with all international, federal, state, and local data privacy laws, regulations and ordinances including but not limited to the European Union General Data Protection Regulation 2016/679 (hereinafter referred to as “GDPR”). Compliance with Article 26 of GDPR may require Contractor to agree to the standard contractual clauses adopted by the EU Commission; and

10.19.5 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.

10.20 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.

10.21 Multi-Year 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 non-recurring 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.

10.22 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.

10.23 Insurance

10.23.1 The Contractor shall secure, and shall require that subcontractor’s 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.

Workmen’s compensation per statutory requirements.
If applicable, Fiduciary Bonding of Workers with access to credit card information.

Professional liability insurance in an amount not less than $1,000,000.

10.23.2 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, student, faculty members, agents, officers, regents, invitees or guests of the University.

10.23.3 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.

11. **LIVING WAGE**

11.1 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.

11.2 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.
11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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.

11.7. 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.

11.8. 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.

11.9 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.
11.10. 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 TO PROFESSIONAL SERVICES AGREEMENT

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."

Description of Scope of Work:
CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

__________________________________________________________
D. CERTAIN AFFIRMATIONS VALID

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

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

Date: _________________ By: _________________________________
APPENDIX D
ELECTRONIC FUND TRANSFER SCHEDULE
Payments to Contractors by Electronic Funds Transfer (EFT)

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

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

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

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.

As of 9/28/2018, Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least $13.96 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. As of 9/28/2018, if State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least $10.49 per hour. 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.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, then the contract will be deemed to be a Tier 1 contract. An Offeror must identify in its Proposal the location(s) from which services will be provided.

The contract resulting from this solicitation has been determined to be a Tier 1 contract.
Appendix E  
Affidavit of Agreement  
Maryland Living Wage Requirements-Service Contracts

Contract No. _________________________________________________________________________________
Name of Contractor ___________________________________________________________________________
Address_____________________________________________________________________________________
City______________________________________ State________ Zip Code______________________________

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons: (check all that apply)

__ Bidder/Offeror is a nonprofit organization
__ Bidder/Offeror is a public service company
__ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
__ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate. The living wage rate effective September 28, 2018 is $13.96 per hour. This living wage rate changes each year and is published 90 days from the end of the University’s fiscal year at https://www.dllr.state.md.us/labor/prev/livingwage.shtml. The University’s fiscal year is July 1st through June 30th.

B. Contractor further agrees that UMUC has the right to conduct an independent audit by University internal auditors or State of Maryland auditors of the Contractor’s payroll records to confirm this affirmation at any time. Contractor also agrees to cooperate with UMUC to supply required documentation in the event that it is requested as support for this affidavit by the State of Maryland or an agency of the State of Maryland. Any information that is supplied by contractor under this Affidavit to UMUC, the State of Maryland or an agency of the State of Maryland will be subject to the terms of the Maryland Public Information Act.

C. _____________________ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

__ All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
__ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
__ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.
The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _______________________________________________________

__________________________________________________________ Date

Signature of Authorized Representative

Title

Witness Name (Typed or Printed)

__________________________________________________________ Date

Witness Signature
APPENDIX M

MINORITY BUSINESS ENTERPRISE INFORMATION AND FORMS

An MBE subcontracting goal of no less than ____ (__) % of the total Contract value is established for the Services under this solicitation.

1. MINORITY BUSINESS ENTERPRISE PARTICIPATION

2. ATTACHMENT A (Parts 1 – 3):

   Part 1 (A-1) – Instructions
   Part 2 (A-2) – MBE Utilization and Fair Solicitation Affidavit
   Part 3 (A-3) – MBE Participation Schedule

   Note: If an Offeror fails to submit Attachment A-2 with its bid or Technical Proposal as required by the solicitation, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offer is not reasonably susceptible of being selected for award. This is non-curable.

   Note: If an Offeror fails to submit Attachment A-3 with its bid or Price Proposal as required by the solicitation, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offer is not reasonably susceptible of being selected for award. This is non-curable.

3. ATTACHMENT B: Outreach Efforts Compliance Statement

4. ATTACHMENT C: Subcontractor Project Participation Statement

5. ATTACHMENT D: MBE Prime Contractor Project Participation Certification


7. ATTACHMENT F: Minority Business Enterprise MBE Prime Contractor Report

I. PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

II. MBE Goals and Subgoals

☐ An MBE subcontract participation goal of 3 and one-half percent (3.5%) of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by State of Maryland certified minority business enterprises.

OR

☐ An overall MBE subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. This percentage of the total dollar amount includes: NOT APPLICABLE

☐ A subgoal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as _______________-owned businesses.
☐ A subgoal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as _______________-owned businesses.
☐ A subgoal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as ______________-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these percentages of the total dollar amounts of the contract will be performed by certified minority business enterprises as specified.

✦ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
✦ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.
III. TECHNICAL PROPOSAL REQUIREMENTS

A bidder or offeror **must** include with its TECHNICAL PROPOSAL a completed and signed *MBE Utilization and Fair Solicitation Affidavit (Attachment A-2)* whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

*If a bidder or offeror fails to submit the completed Attachment A-2 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. THIS IS NON-CURABLE.*

IV. PRICE PROPOSAL REQUIREMENTS

A bidder or offeror **must** include with its Price Proposal, a completed and signed *MBE Participation Schedule (Attachment A-3)* whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission of the Price Proposal. The bidder or offeror shall specify the percentage of the contract value or dollar amount and the items of work associated with each MBE subcontractor identified on the MBE Participation Schedule.

*If a bidder or offeror fails to submit the completed and signed Attachment A-3 with its Price Proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. THIS IS NON-CURABLE.*

V. NOTICE OF CONTRACT AWARD: Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

1. **Outreach Efforts Compliance Statement** (Attachment B)
2. **Subcontractor Project Participation Statement** (Attachment C)
3. **MBE Prime Contractor Project Participation Statement** (Attachment D), if applicable.
4. If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any subgoal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
5. Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

*If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.*
VI. CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly via email to the MBE Liaison, Pam Welzenbach (Pamela.Welzenbach@umuc.edu) a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. If the Contractor is an MBE Prime Contractor, also submit monthly reports to the MBE Liaison identifying the invoices and value of the work being self-performed for purposes of meeting the MBE participation goal/subgoals.

2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.

5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

A-2. MBE Utilization and Fair Solicitation Affidavit (must be submitted with Technical Proposal)
A-3. MBE Participation Schedule (must be submitted with the Price Proposal)
B. Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
C. Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
D. MBE Prime Contractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award of actual award, whichever is earlier), if applicable.
ATTACHMENT A
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

PART A-1 - INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.

2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract’s MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.

3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation (“MDOT”). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.

4. Please refer to the MDOT MBE Directory at https://mbe.mdot.maryland.gov/directory/ to determine if a firm is certified with the appropriate North American Industry Classification System (“NAICS”) code and the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit https://www.census.gov/eos/www/naics/. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. CAUTION: If the firm’s NAICS code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS code is in the graduated status if the term “Graduated” follows the code in the MDOT MBE Directory.

5. Guidelines Regarding MBE Prime Self-Performance. Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.

✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.

✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime’s ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.

✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime’s ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver.

✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor’s Office of Small Minority & Women Business Affairs’ website for the MBE Prime Regulations Q&A for illustrative examples. http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf

6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.

7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

- **Regular Dealer** (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer’s representative, or any other person that arranges or expedites transactions.

*Example for illustrative purposes of applying the 60% rule*

- **Overall contract value:** $2,000,000
- **Total value of supplies:** $100,000

  Calculate Percentage of Supplies to overall contract value:
  $100,000 divided by $2,000,000 = 5%

  Apply 60% Rule - Total percentage of Supplies/Products \(5\% \times 60\% = 3\%\)

  3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- **Manufacturer:** A certified MBE firm’s participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.

- **Broker:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.

- **Furnish and Install and other Services:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.

9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

*Example:* A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

10. CAUTION: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in Part A-3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in Part A-2- for this
solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in Part A-2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award.

11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals - not applicable

<table>
<thead>
<tr>
<th>Participation Category</th>
<th>Percentage</th>
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</thead>
<tbody>
<tr>
<td>Total African American MBE Participation</td>
<td>__________%</td>
</tr>
<tr>
<td>Total Asian American MBE Participation</td>
<td>__________%</td>
</tr>
<tr>
<td>Total Hispanic American MBE Participation</td>
<td>__________%</td>
</tr>
<tr>
<td>Total Women-Owned MBE Participation</td>
<td>__________%</td>
</tr>
</tbody>
</table>

Overall Goal

Total MBE Participation (include all categories): 3.5 %
PART A-2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This MBE Utilization and Fair Solicitation Affidavit must be completed and included with the Technical proposal. If the Bidder or Offeror fails to complete and submit this Affidavit with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award. THIS IS NON-CURABLE.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

2. MBE Participation (PLEASE CHECK ONLY ONE)

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and all of the following subgoals: NOT APPLICABLE

    _____ percent for African American-owned MBE firms
    _____ percent for Hispanic American-owned MBE firms
    _____ percent for Asian American-owned MBE firms
    _____ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete Part A-3 - MBE Participation Schedule in order to be considered for award.

OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete Part A-3, the MBE Participation Schedule for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

(e) Outreach Efforts Compliance Statement (Attachment B);

(f) MBE Subcontractor Project Participation Statement (Attachment C);

(g) MBE Prime Project Participation Statement (Attachment D), if applicable;

(h) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.
Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit is true to the best of my knowledge, information and belief.

Bidder/Offeror Name  
(PLEASE PRINT OR TYPE)  
Signature of Authorized Representative

Address  
Printed Name and Title

City, State and Zip Code  
Date

SUBMIT THIS AFFIDAVIT WITH TECHNICAL BID/PROPOSAL
PART A-3 - MBE PARTICIPATION SCHEDULE

This MBE Participation Schedule must be completed and included with the Price proposal. If the Bidder or Offeror fails to submit this form with the Price proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. THIS IS NON-CURABLE.

SET FORTH BELOW ARE THE (I) CERTIFIED MBEs I INTEND TO USE, (II) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (III) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Project Description</th>
<th>PROJECT/CONTRACT NUMBER</th>
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<tbody>
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</table>

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<table>
<thead>
<tr>
<th>MBE Prime Firm</th>
<th>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____ % Please refer to Item #8 in Part 1-Instructions of this document for new MBE participation guidelines regarding materials and supplies.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:__________________________</td>
<td></td>
</tr>
<tr>
<td>MBE Certification Number: ____________________</td>
<td></td>
</tr>
<tr>
<td>(If dually certified, check only one box.)</td>
<td></td>
</tr>
</tbody>
</table>

☐ African American-Owned
☐ Hispanic American-Owned
☐ Asian American-Owned
☐ Women-Owned
☐ Other MBE Classification

NAICS code: _______________________________

Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____ %

☐ Supplier, wholesaler and/or regular dealer (count 60%)
☐ Manufacturer (count 100%)
☐ Broker (count reasonable fee/commission only)
☐ Furnish and Install and other Services (count 100%)

Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.

A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) _____ %

B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule).

Total percentage of Supplies/Products _____ % x 60% = _____ %

C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) _____ %

Description of the Work to be performed with MBE prime’s own forces:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
### SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<table>
<thead>
<tr>
<th>MBE Firm Name:</th>
<th>MBE Certification Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If dually certified, check only one box.

- [ ] African American-Owned
- [ ] Hispanic American-Owned
- [ ] Asian American-Owned
- [ ] Women-Owned
- [ ] Other MBE Classification

**NAICS code:** __________________________

Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.

- [ ] Supplier, wholesaler and/or regular dealer (count 60%)
- [ ] Manufacturer (count 100%)
- [ ] Broker (count reasonable fee/commission only)
- [ ] Furnish and Install and other Services (count 100%)

Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.

**A.** Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ______%

**B.** Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule).

Total percentage of Supplies/Products ______% X 60% = ______%

**C.** Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ______%

**Description of the Work to be Performed:**

______________________________________________________

______________________________________________________
<table>
<thead>
<tr>
<th>MBE Firm</th>
<th>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:__________________________</td>
<td>□ Supplier, wholesaler and/or regular dealer (count 60%)</td>
</tr>
<tr>
<td>MBE Certification Number:______________</td>
<td>□ Manufacturer (count 100%)</td>
</tr>
<tr>
<td>(If dually certified, check only one box.)</td>
<td>□ Broker (count reasonable fee/commission only)</td>
</tr>
<tr>
<td>□ African American-Owned</td>
<td>□ Furnish and Install and other Services (count 100%)</td>
</tr>
<tr>
<td>□ Hispanic American- Owned</td>
<td></td>
</tr>
<tr>
<td>□ Asian American-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Women-Owned</td>
<td></td>
</tr>
<tr>
<td>□ Other MBE Classification</td>
<td></td>
</tr>
<tr>
<td>NAICS code: __________________________</td>
<td></td>
</tr>
</tbody>
</table>

Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.

Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.

A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ______% 

B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). 
Total percentage of Supplies/Products ______% X 60% = ______% 

C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ______% 

Description of the Work to be Performed:

______________________________________________________

______________________________________________________

Continue on separate page if needed

UMUC RFP #91680 - Recruitment Outsourcing Process Services – Page 68 of 81
I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Schedule, and (ii) the information contained in the MBE Schedule is true to the best of my knowledge, information and belief.

________________________________________  __________________________________
Bidder/Offeror Name    Signature of Authorized Representative
(PLEASE PRINT OR TYPE)

________________________________________  ________________________________
Address      Printed Name and Title

________________________________________  ________________________________
City, State and Zip Code    Date

SUBMIT THIS SCHEDULE WITH PRICE PROPOSAL
NOTE: MBE FORMS B, C AND D ARE TO BE SUBMITTED ONLY IF THE FIRM IS NOTIFIED THAT IT IS THE APPARENT Awardee
IF PROPOSER IS NOTIFIED AS THE APPARENT AWARDEE:

Attachment B

OUTREACH EFFORTS COMPLIANCE
Statement

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No.______, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with Bidding Instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs.

4. Select ONE of the following:

   ___ This project does not involve bonding requirements.

   OR

   □ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
     (DESCRIBE EFFORTS)

5. Select ONE of the following:

   □ Bidder/Offeror did/did not attend the pre-bid conference.

   OR

   ___ No pre-bid conference was held.

_________________________________ By: ______________________________
Bidder/Offeror Printed Name    Signature

______________________________  Address:____________________  Title
                                ___________________________  Date:__________________________
IF PROPOSER IS NOTIFIED AS THE APPARENT AWARDEE:
Attachment C

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

Please complete and submit one form for each MDOT certified MBE listed on Attachment A-3 within 10 working days of notification of apparent award.

<table>
<thead>
<tr>
<th>Prime Contractor Address and Phone</th>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number</td>
<td>Total Contract Amount $</td>
</tr>
<tr>
<td>Minority Firm Name</td>
<td>MBE Certification Number</td>
</tr>
<tr>
<td>Description of MBE’s Work to Be Performed</td>
<td></td>
</tr>
<tr>
<td>Percentage of Total Contract</td>
<td></td>
</tr>
</tbody>
</table>

Provided that _____________________________ (Prime Contractor Name) is awarded the State contract in conjunction with Solicitation described above_______, it and _________________________ (Subcontractor Name) intend to enter into a contract by which Subcontractor shall provide the services described above.

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have 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 business enterprise in its bid or proposal;
(2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of 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.

Both parties signing below understand that failure to comply with the requirements of the State of Maryland MBE Program may result in both parties being assessed liquidated damages as stated in the Contract issued with the solicitation. Both parties affirm that this is a contractual requirement for both the Prime Contractor and the MBE Subcontractor.

<table>
<thead>
<tr>
<th>Prime Contractor Signature</th>
<th>Subcontractor Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ___________________________</td>
<td>By: ________________________</td>
</tr>
<tr>
<td>Name, Title</td>
<td>Name, Title</td>
</tr>
<tr>
<td>Date: _____________________________</td>
<td>Date: _________________________</td>
</tr>
</tbody>
</table>
**IF PROPOSER IS NOTIFIED AS THE APPARENT Awardee:**

Attachment D

**MBE Prime Project Participation Statement**

Please complete and submit this form to attest each specific item of work that your MBE firm has listed on the MBE participation schedule (Attachment A-3) for purposes of meeting the MBE participation goals. This form must be submitted within 10 working days of notification of apparent award. If the bidder/offeree fails to return this affidavit within the required time, the procurement officer may determine that the bidder/offeree is not responsible and therefore not eligible for contract award.

Provided that _________________________________________________ (Prime Contractor’s Name) with Certification Number ___________ is awarded the State contract in conjunction with Solicitation No. _________, such MBE Prime Contractor intends to perform with its own forces at least $___________ which equals to___% of the Total Contract Amount for performing the following products/services for the Contract:

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>Work Item, Specification Number, Line Items or Work Categories (if applicable). For construction projects, general conditions must be listed separately.</th>
<th>Description of Specific Products and/or Services</th>
<th>Value of the Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**MBE Prime Contractor**

Signature of Representative:______________________________________________

Printed Name and Title:_________________________________________________

____________________________________________________________________

Firm’s Name: ________________________________________________________

Federal Identification Number: _________________________________________

Address: _____________________________________________________________

____________________________________________________________________

____________________________________________________________________

Telephone: ___________________________________________________________

Date:________________________________________________________________
FORMS E, F AND G THAT FOLLOW ARE TO BE USED TO REPORT PAYMENTS/NON-PAYMENTS
Attachment E
MBE FORM M-4A
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

<table>
<thead>
<tr>
<th>Report #: __________________</th>
<th>Contract #: __________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year): ______________</td>
<td>Contracting Unit: __________________</td>
</tr>
<tr>
<td>Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided.</td>
<td>Contract Amount: __________________</td>
</tr>
<tr>
<td>Note: Please number reports in sequence</td>
<td>MBE Subcontract Amt: __________________</td>
</tr>
</tbody>
</table>

Prime Contractor: __________________
Contact Person: __________________
Address: __________________
City: __________________
State: __________________
ZIP: __________________
Phone: __________________
Fax: __________________
E-mail: __________________

MBE Subcontractor Name: __________________
Contact Person: __________________
Phone: __________________
Fax: __________________

Subcontractor Services Provided:

<table>
<thead>
<tr>
<th>Invoice#</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

Total Dollars Paid: $________________________

List dates and amounts of any outstanding invoices:

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

Total Dollars Unpaid: $________________________

- If more than one MBE subcontractor is used for this contract, you must use separate Attachment M-4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment M-4B.
- **Return one copy (hard or electronic) of this form to the following address (electronic copy (emailed) with signature and date is preferred):**

Pamela A. Welzenbach, MBE Liaison, Office of Procurement, Email: Pamela.Welzenbach@umuc.edu
University of Maryland University College
3501 University Blvd. E, Room 4100
Adelphi, MD 20783-8044

Signature: __________________________________ Date: __________________
(Required)
Attachment F

MBE FORM M-4B
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
Minority Business Enterprise Participation
MBE Prime Contractor Report

<table>
<thead>
<tr>
<th>MBE Prime Contractor:</th>
<th>Contract #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification Number:</td>
<td>Contracting Unit:</td>
</tr>
<tr>
<td>Report #:</td>
<td>Contract Amount:</td>
</tr>
<tr>
<td>Reporting Period (Month/Year):</td>
<td>Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:</td>
</tr>
</tbody>
</table>

**MBE Prime Contractor:** Report is due to the MBE Liaison by the 15th of the month following the month the services were provided.

**Note:** Please number reports in sequence

---

**Contact Person:**

**Address:**

City: State: ZIP:

Phone: Fax: E-mail:

---

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Value of the Work</th>
<th>NAICS Code</th>
<th>Description of the Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Return one copy (hard or electronic) of this form to the following address (electronic copy (emailed) with signature and date is preferred):

Pamela A. Welzenbach, MBE/SBR Liaison
Office of Procurement
University of Maryland University College
3501 University Blvd. E, Room 4103
Adelphi, MD 20783-8044
Email: Pamela.Welzenbach@umuc.edu

Signature: ___________________________ Date: ______________________ (Required)
### Attachment G

**MBE FORM M-5**

**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**

Minority Business Enterprise Participation

**Subcontractor Paid/Unpaid MBE Invoice Report**

<table>
<thead>
<tr>
<th>Report#: _____</th>
<th>Contract #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year): ________________</td>
<td>Contracting Unit:</td>
</tr>
<tr>
<td><strong>Report is due by the 15th of the month following the month</strong></td>
<td>MBE Subcontract Amount:</td>
</tr>
<tr>
<td><strong>the services were performed.</strong></td>
<td>Project Begin Date:</td>
</tr>
<tr>
<td></td>
<td>Project End Date:</td>
</tr>
<tr>
<td></td>
<td>Services Provided:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MBE Subcontractor Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MDOT Certification #:</td>
</tr>
<tr>
<td>Contact Person: E-mail:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City: State: ZIP:</td>
</tr>
<tr>
<td>Phone: Fax:</td>
</tr>
</tbody>
</table>

**Subcontractor Services Provided:**

List all payments received from Prime Contractor during reporting period indicated above.

<table>
<thead>
<tr>
<th>Invoice Amt</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

**Total Dollars Paid:** $_________________________

List dates and amounts of any unpaid invoices over 30 days old.

<table>
<thead>
<tr>
<th>Invoice Amt</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

**Total Dollars Unpaid:** $_________________________

Prime Contractor: Contact Person:

**Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

**Pamela A. Welzenbach, MBE Liaison**

Office of Procurement

University of Maryland University College

3501 University Blvd. E, Room 4100

Adelphi, MD 20783-8044

Email: Pamela.Welzenbach@umuc.edu

Signature: ___________________________ Date: ________________

(Required)
This solicitation and any subsequent award are further subject to:

1. **Contractor’s/Offeror’s Responsibility.**
   Offerors 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. An Offeror’s misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. UMUC will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors must be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.

2. **Rejection or Acceptance of Proposals.**
   The University reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Procurement Officer not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to 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.

3. **Cancellation of the RFP.**
   UMUC may cancel this RFP, in whole or in part, at any time.

4. **Incurred Expenses.**
   Neither UMUC nor the State of Maryland is responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.

5. **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.

6. **Electronic Funds Transfer (“EFT”).**
   By submitting a Proposal, the Offeror agrees to accept payment by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Contractor 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 State Comptroller’s Office 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.

7. Confidentiality.

7.1. UMUC’s Information during the Procurement Process: The selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected Contractor must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University’s confidential information. UMUC may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offerors to propose responsive solutions to UMUC’s needs and requirements, UMUC is willing to disclose certain confidential information to Offerors, including without limitation information concerning UMUC’s business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation (“Confidential Information”). By submitting a proposal in response to this RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by UMUC, Offerors may be required to sign a Non-Disclosure Agreement.

7.2. Offeror’s Information: Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror 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 Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors 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 Offeror’s position regarding its Proposal. A blanket statement by a Offeror that its entire Proposal is confidential or proprietary will not be upheld.

8. Multiple Proposals.
Contractors MAY NOT submit more than one Proposal.

Contractors MAY submit an alternate to the solution given in this RFP.

10. Contractor Responsibilities and Use of Subcontractors.
The University shall enter into contractual agreement with the selected offering contractor(s) only. The selected contractors(s) shall be responsible for all products and/or services required by this RFP. UMUC will consider proposals that reflect primary and secondary service providers or prime/subcontractor relationship. There should be proof of ability of the
primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. UMUC'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 UMUC has a reasonable objection. Notification of such objection will be made by UMUC 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.

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

By submitting a Proposal, an Offeror 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.

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

All written materials submitted in response to this RFP become the property of UMUC and may be appended to any formal documentation that would further define or expand the contractual relationship between UMUC and the Contractor(s).

15. 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 Annotated, State Government Article, § 15-502.

If the Offeror has any questions concerning application of the State Ethics law to the Offeror's participation in this procurement, it is incumbent upon the Offeror to seek advice from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission’s toll-free phone number, 877-669-6085, or see the website, http://www.ethics.gov.state.md.us. The Procurement Officer may refer any issue raised by a Proposal to the State Ethics Commission.
The Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a Proposal that would result in a violation of the Ethics law.

A resulting Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by a Contractor or any State of Maryland employee in connection with this procurement.

16. **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, call the State Ethics Commission’s toll-free phone number, 877-669-6085, or see the website, [http://www.ethics.gov.state.md.us](http://www.ethics.gov.state.md.us).

17. **Addenda Acknowledgment.**
Offerors must acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement must be included in the Technical Proposal.

18. **Duration of Offers.**
Proposals (consisting of a Technical Proposal and, if applicable, a Price Proposal) shall remain irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the Offeror and the University.

19. **Minority Business Enterprises.**
Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If a sub-contracting goal and/or subgoals has been set in Section I of the solicitation, refer to Appendix M for further information regarding required process and documentation.

20. **Living Wage Requirements.**
A solicitation for services under a State contract valued at $100,000 or more may be subject to Maryland’s Living Wage requirement, located at Maryland Code Annotated, State Finance and Procurement Article, Title 18, §§ 18-101 through 18-109. Additional information regarding the Living Wage requirement is contained in Appendix E, if applicable to this solicitation. An Offeror that fails to submit and complete the Affidavit of Agreement contained in Appendix E, if applicable, may be deemed not responsible by the Issuing Office.

21. **Conflict of Interest.**
The Contractor awarded the Contract shall provide the specified services for UMUC, and must do so impartially, and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a Contractor’s Proposal under COMAR 21.06.02.03B. Contractors should be aware that the State Ethics Law, State Government 15-508, might limit the selected Contractor’s ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 15 and 16 above. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause.