



University of Maryland University College

## UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

### REQUEST FOR PROPOSAL #91250 FOR

### TECHNICAL SUPPORT and STUDENT SERVICES UMUC SERVICE CENTER

**ISSUE DATE: FEBRUARY 20, 2015**

**IMPORTANT NOTE:** Prospective proposers 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 that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify 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  
Strategic Contracting Office  
3501 University Boulevard East, Room ADMIN 2344  
Adelphi, Maryland 20783  
[www.umuc.edu](http://www.umuc.edu)

**TECHNICAL SUPPORT and STUDENT SERVICES UMUC SERVICE CENTER**

**THE UNIVERSITY OF MARYLAND, UNIVERSITY COLLEGE**

**RFP #91250**

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**SOLICITATION SCHEDULE**  
**TECHNICAL SUPPORT and STUDENT SERVICES UMUC SERVICE CENTER**  
**RFP 91250**

Issue Date: February 20, 2015

Questions Regarding Solicitation Due: February 27, 2015

**Initial Technical Proposal:** **TO BE CONSIDERED TIMELY,**  
**MUST BE BY Monday, March 9, 2015**  
**on or before 5:00 pm EST.**

Anticipated Date of Notification following the  
Initial Evaluation regarding shortlist: March 18, 2015

Questions from shortlisted firms regarding Second  
Technical Proposal Due: **Thursday, April 2, 2015**

**Second Technical Proposal ONLY from shortlisted firms:**  
**April 14, 2015 on or before 11:59 pm as**  
**noted on the Proposer's "sent" email to**  
**the Issuing Office**

(This may be submitted electronically. See Section III, Article 2)

Anticipated Date of Notification regarding further Shortlist  
and/or scheduling of Oral Presentation/Discussion Meetings: April 22, 2015

**Oral Presentation/Discussion Meetings:** **Time to be scheduled by Issuing Office**  
**on either April 27, 2015 and/or April 28,**  
**2015.**  
(Only shortlisted firms will be invited to  
these sessions; **Proposers should set**  
**aside this date in its entirety.**)

Anticipated Date of Notification regarding further  
Shortlist following the Oral Presentation/Discussion  
Meetings: By May 1, 2015

**Anticipated Price Proposal Due Date:** May 12, 2015 on or before 11:59 p.m.  
EDT as noted on the Proposer's "sent"  
email to the Issuing Office

Contractor(s) Selection finalized: By May 22,, 2015

Agreement fully executed with selected Contractor(s): By June 1, 2015 (Projected)  
Anticipated Board of Regents approval by: By June 22, 2015 (Projected)  
Anticipated Board of Public Works approval by: By July 22, 2015 (Projected)

Contract Commencement: August 1, 2015 (Projected)

END OF SOLICITATION SCHEDULE

**SECTION I:  
GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS**

**REQUEST FOR PROPOSALS  
FOR  
TECHNICAL SUPPORT and STUDENT SERVICES SERVICE CENTER  
SECTION I:  
GENERAL INFORMATION**

**1. Summary:**

**1.1 Objective.** University of Maryland University College (UMUC) is soliciting proposals (“Proposal” or “Offer”) for the provision of a comprehensive, 24x7 IT (technology and applications) and Student Services service center (hereafter referred to as “UMUC Service Center” or “UMUC-SC”) supporting UMUC prospective and current students and faculty questions and issues across multiple support areas. UMUC prospective and current students and faculty are located across the globe, primarily in the US, Europe and Asia. Services must be provided by the successful Contractor within the United States. No offshore solutions will be considered.

Refer to Section II for more information regarding the Scope of Work.

This solicitation document, as well as all addenda that may be issued, is (will be) posted on UMUC’s Electronic Bid Board at [www.umuc.edu/procurement](http://www.umuc.edu/procurement).

1.2. Procurement of the UMUC Service Center Provider will consist of:

- a. Initial Technical Proposal (20 pages or less) including all appendices, but excluding the transmittal letter, bid/proposal affidavit, MBE Attachment M1-A, and acknowledgement of receipt of addenda form;
  - b. Second Phase Technical Proposal from shortlisted firms only;
  - c. Oral Presentation/Discussion Session of shortlisted firms only;
- and,
- d. Price Proposal Submittal

See Section III for further details regarding the proposal requirements and procurement phases. Upon selection of the Contractor, a UMUC contract (See Appendix D) will be fully executed with the successful firm.

1.3 The University anticipates the award per the Solicitation Schedule.

1.4 Refer to Appendix S for the UMUC Solicitation Terms and Conditions

**2. Issuing Office:**

2.1. The Issuing Office is:

University of Maryland University College  
Office of Strategic Contracting  
3501 University Blvd East  
Administration Building - Suite ADMIN 2344  
Adelphi, MD 20783-8044

Attn: Valerie Rolandelli  
AVP, Strategic Contracting  
Tel : (301) 985-7895  
E-mail: [valerie.rolandelli@umuc.edu](mailto:valerie.rolandelli@umuc.edu)

Alicia Hopkins  
Senior Buyer –IT  
Tel : 301-985-7223  
[alicia.hopkins@umuc.edu](mailto:alicia.hopkins@umuc.edu)

Or Vera Jones  
Coordinator  
(301) 985-7006  
[vera.jones@umuc.edu](mailto:vera.jones@umuc.edu)

2.2 The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation.

**3. Questions and Inquiries:**

All questions and inquiries regarding this procurement are to be directed to the individuals referenced with the Issuing Office above. All such questions and inquiries must be received by the dates established for each phase of the procurement per the Solicitation Schedule. Questions are to be submitted in writing via e-mail to the three people identified in Paragraph 2 above. Inquiries will receive a written reply via an addendum to the Solicitation. Addenda will be sent electronically to all known holders of the Solicitation as well as posted on UMUC's electronic bid board, but without identification of the inquirer.

**4. Pre-Proposal Conference.**

A Pre-Proposal Conference will not be held in conjunction with this procurement.

**5. Addenda Acknowledgment.**

Prospective offerors responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. Receipt of the addenda, amendments and/or change issued must be acknowledged in writing by offerors as instructed in the addendum.

## 6. Proposal Closing Date/Due Date and Time

6.1. **Initial Technical Proposal:** The Initial Technical Proposal is to be provided to the Issuing Office in accordance with the Solicitation Schedule. One (1) original and eight (8) copies (for a total of 9 sets) and one CD or Flashdrive (PDF format) of the Initial Technical Proposal are to be provided by the due date and time per the Solicitation Schedule. Proposers are requested to clearly mark the “original” set of the Initial Technical Proposal. By providing to UMUC the Technical Proposal on a CD or Flash drive, the Proposer grants the University the unlimited right to generate additional either electronic or paper copies for distribution solely for the purpose of evaluation and review. **Note: No pricing is to be provided in the Technical Proposal submittal.**

6.2. LATE PROPOSALS CANNOT BE ACCEPTED. Technical and/or Price Proposals are to be delivered to the Issuing Office located at the University of Maryland University College, Office of Strategic Contracting , 3501 University Blvd East, Administration Building, Room 2344, Adelphi, MD 20783-8044. The University recommends against use of mail or delivery services which will not guarantee delivery directly to Room 2344. Proposals delivered to the campus central mail facility or to locations other than Room 2344 will not be considered "received" by the University's Office of Strategic Contracting until they arrive at ADMIN Room 2344 and are clocked in. The University will not waive delay in delivery resulting from need to transport a letter of intent and/or proposal from another campus location, or error or delay on the part of the carrier.

6.3. Proposers mailing proposals shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

6.4. UMUC’s Administration Building which is part of UMUC’s Adelphi Headquarters, in which the Office of Strategic Contracting is located, is adjacent to the parking garage (across Drazek Circle where the wooden arbors are located) and is accessible by the general public between the hours of 8:00 a.m. until 5:00 p.m. Monday through Friday with exception of University holidays. In order to access the Office of Strategic Contracting, Proposers will be required to sign in with the security guard in the main lobby of the Administration Building. The security guard will then contact the Office of Strategic Contracting so that a UMUC employee is able to escort the Proposer or courier to the Office of Strategic Contracting. Vendors must allow sufficient time in delivering responses to solicitations to ensure timely receipt by the Issuing Office. Directions to the Administration Building are available at [http://www.umuc.edu/visitors/locations/adelphi\\_building.cfm](http://www.umuc.edu/visitors/locations/adelphi_building.cfm) .

6.5 Refer to the Solicitation Schedule and Section III of this RFP for information regarding subsequent submittals during the procurement process.

## 7. 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/mbe/index.html>.

A MBE subcontracting goal of no less than five percent (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 M1-A – Certified 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 M-1A 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 B – MBE Participation Schedule forms will be required to be submitted. See Appendix C – Price Proposal Forms and Appendix M – MBE Regulations, Compliance, and Forms for further information.

## 8. Contractual Agreement.

The Contract to be entered into as a result of this RFP (the "Contract" or "Agreement") shall be by and between the proposer as Vendor/Contractor and UMUC in the form of an University Contract and shall contain the mandatory provisions included herein in Appendix D as well as any additional terms required by UMUC or the State of Maryland. (Note: The Contract in Appendix D may be revised as the procurement progresses. If this is the case, it is UMUC's intent to issue the revised Contract to the shortlisted Proposers prior to the due date and time for the Second Technical Proposal.) By submitting an Offer (i.e. the firm's Technical and/or Price Proposal, either individually or collectively, is/are considered an Offer), the Vendor/Contractor warrants that they have reviewed Appendix D and will execute a contract a) in substantially the same form and b) with these mandatory terms and conditions upon request by UMUC. The awarded Contractors should not assume that any term and condition of the Contract is negotiable.

The terms and conditions of the Contract shall apply to all services provided. For accounting purposes only, UMUC will also issue an annual purchase order to the awarded Contractor for services done under the Contract.



**9. Term of the Contract.**

Any contract arising from this RFP action shall commence on the date the contract is executed on behalf of UMUC, or such other date as UMUC and the Contractor shall agree. The term of the contract (“Initial Term”) will be for the scope of work as defined in Section II of the solicitation documents, and is anticipated to start on or around August 1, 2015 for an initial period of approximately four (4) years and eleven (11) months (i.e through June 30, 2020). Following the Initial Term of the contract, at the sole discretion of UMUC, there will be an option or options for renewal for a period not to exceed a cumulative total of ten (10) additional years [“Renewal Term(s)”].

In addition, UMUC at its sole option may discontinue the services, in whole or in part, of any or all of the vendor(s) at any time during the Initial Term or Renewal Term(s) with 30 days notice with no further obligations to the Contractor and with no penalty. If UMUC elects to discontinue any or all contract(s), a summation of work in progress for the contract will be made and a mutual agreement as to how to finalize this work in progress and/or transition to a new provider of UMUC-SC services will be made.

**10. Acceptance of Terms and Conditions.**

The Initial Technical Proposal, Second Phase Technical Proposal, and/or Price Proposal is considered by UMUC to be an Offer from the Proposer. By submitting an Offer, in response to this RFP, a Proposer/Offeror shall be deemed to have substantially accepted all the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the contract by reference.

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

**12. Post-Award Confidentiality**

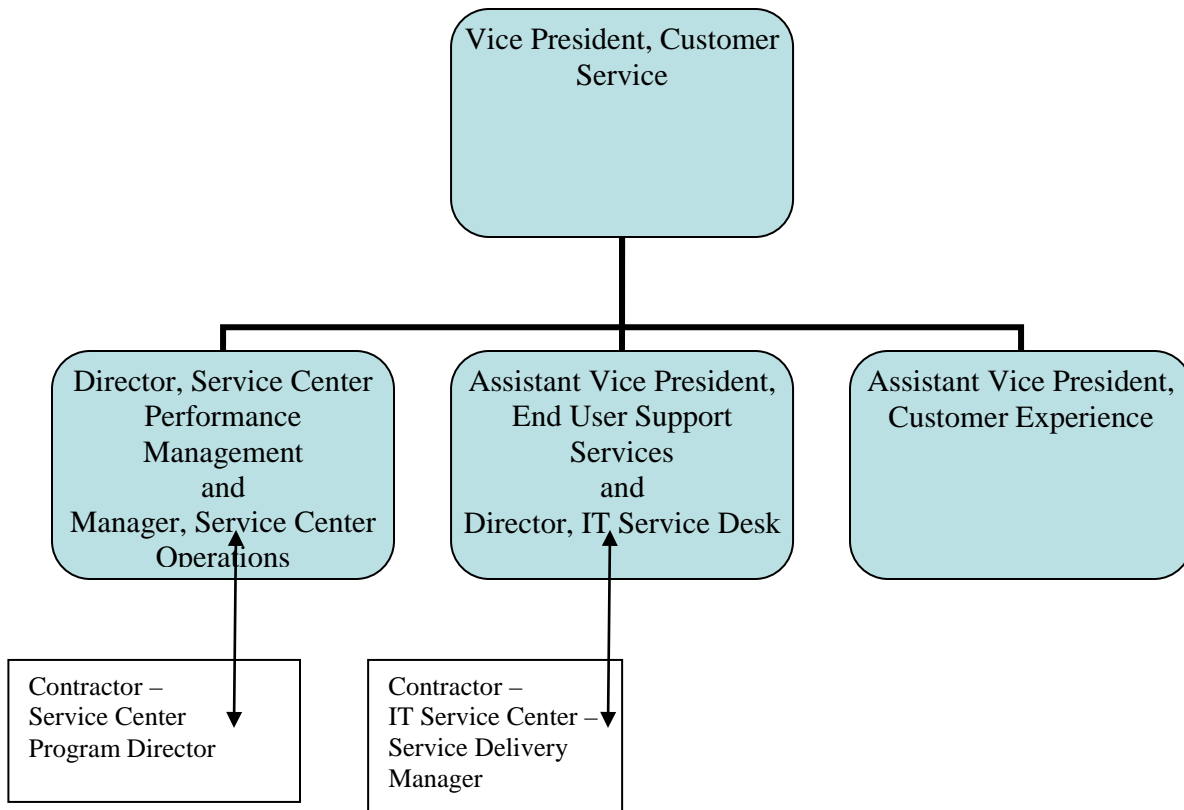
Refer to Appendix D for the confidentiality obligations of awardee(s) and UMUC.

END OF SECTION I

Glossary of Terms

UMUC Service Center or “UMUC-SC”	Contractor-provided IT and Student Services Service Center – open 24x7x365
IT Service Center	Contractor-provided IT Service Center (subset of the “UMUC-SC”) – open 24x7x365
Student Services Service Center or “SS-Service Center”	Contractor-provided Student Services Service Center (subset of the “UMUC-SC”) – open 24x7x365
UMUC IT Service Desk or “IT Service Desk”	UMUC staffed IT Service Desk – Level 1 for UMUC staff and Level 2 for IT Service Center – open M-F and on-call after hours and weekends
Customer Service Division or “Customer Service”	UMUC division responsible for administering the contract and providing the partnership and co-leadership of the UMUC Service Center
Contractor	Contractor who is awarded the Contract as a result of this Solicitation

High-Level Organizational Chart with titles



SECTION II  
SCOPE OF WORK/REQUIREMENTS

**SCOPE OF WORK**  
**RFP 91250**  
**UMUC SERVICE CENTER**

**1. Scope of Work**

Mission:

**WORKING DRAFT:** The mission of UMUC is improving the lives of adult learners. We will accomplish this by:

1. Operating as Maryland's open university, serving working adults, military service men and women and their families, and veterans who reside in Maryland, across the United States and around the world.
2. Providing our students with affordable, open access to valued, quality higher education.
3. Serving as a recognized leader in career-relevant education, embracing innovation and change aligned with our purpose, and sharing our perspectives and expertise.

**WORKING DRAFT: Vision Statement**

UMUC will be a recognized leader in learner-centered adult education, focusing on career-relevant programs that build the skills, competencies, and capabilities that our students need to realize their professional aspirations. We will transform ourselves to place student interests first in all things; support sustained quality academic innovation; and become more agile, efficient, and effective.

**WORKING DRAFT: Cultural Aspiration Statement**

UMUC clearly recognizes that our individual and collective work determines the strength and quality of the student experience. We commit to relentlessly pursue an unrivaled and *flawless* student experience. To fulfill this commitment, we pledge to:

- Interact with each other and with *every student* in a personal, thoughtful, and respectful manner, despite our size;
- Perform our work collaboratively with its impact on the student as a first and foremost consideration while ensuring that our work results in intended improvements in the student experience;
- Recognize and reward performance that demonstrates the culture to which we aspire and hold accountable behaviors that do not;
- Actively seek and encourage new ideas, innovation, and smart risk-taking with the intent of strengthening the student experience and improving our business results;
- Foster relationships, aligning the work of university units worldwide to best serve students and thus enhance student success; and
- Demonstrate passion for the work we do, and have fun doing it.

University of Maryland University College (UMUC) is an accredited public institution focusing on the unique educational and professional development needs of adult learners.

UMUC operates across the United States, Europe and Asia and has a deep history with providing US military service members quality education across worldwide locations. UMUC continues to expand its broad range of cutting-edge programs and has further forged a worldwide reputation for excellence as a comprehensive virtual university.

UMUC is seeking a Request for Proposal for a comprehensive UMUC Service Center supporting UMUC's prospective and current students, faculty and staff across multiple support areas. UMUC's objective is to provide market differentiating customer service to our constituencies. The relationship with the selected Contractor will be a strategic partnership to provide excellent support services to our worldwide campus community of students, faculty and staff.

Proposals should include hybrid (on-site and off-site) and off-site only options. It is envisioned by UMUC that the IT Service Center will transition to be operated off-site as soon as possible while the Student Services Service Center will operate onsite in a UMUC facility for a minimum of one-year (maybe longer) following the award of the Contract(s) and then transition to an efficient hybrid model to be designed by UMUC and the Contractor. UMUC is open to all solutions proposed by interested Contractors.

2. **Current State:** The current UMUC-SC is currently 100% on-site and is available 24x7x365 taking incoming calls, incoming chats, e-mail, and web-to-case. In addition, the Service Center has a group of dedicated staff making outbound lead-generating calls during business hours.

Currently, there are two areas of the Service Center:

1. IT Service Center - Technical Support
2. Student Services Service Center

### 2.1 IT Service Center - Technical Support

The IT Service Center is the unified contact center for all current students and faculty, globally. The IT Service Center takes all questions and issues from the UMUC community with regards to our learning technology, applications, and other technical support provided to students and faculty. The goal of the IT Service Center is to accurately and efficiently resolve and close 90% - 95% of all incoming calls/emails/chats on the first contact. All tickets that are unable to be answered will be escalated to UMUC's IT Service Desk which functions as Level 2 for the IT Service Center. The IT Service Center has extensive reporting and escalation responsibilities to the Service Desk in order to report and alert of any new issues, patterns or other trends that are occurring.

The IT Service Center will also serve as a backup desk to the IT Service Desk, which operates as Level 1 for UMUC staff, when the IT Service Desk closes due to University closures or activities. The service desk provides 24x7 on-call support to the IT Service Center for escalations, outages, and other responsibilities. The partnership between the IT Service Center

and the IT Service Desk is necessarily a very close one with daily discussions and structured weekly, monthly, and quarterly checkpoints on a variety of issues.

## 2.2 Student Services Service Center or “SS-SC”

Student Services Service Center is the unified, global contact center for all UMUC prospective and current students with regards to financial aid, student accounts, recruitment, retention, and other processes such as transcripts and escalations. The goal of the SS-SC is to accurately and efficiently answer, triage, resolve or escalate all incoming calls/emails/chats and web inquiries. There is extensive training provided for this business information and a need to continue to develop and administer refresher and ongoing training and frequent knowledge updates due to the changing nature of the business lines that are supported. The SS-SC is expected to answer 80% of their calls within 30 seconds of the call coming into the queue and handle all calls in a manner that results in a QA score of 90% or better.

The SS-SC has a tiered model in which agents take Level 1 calls for UMUC departments. Another group of agents (Command Center) handles escalated issues and calls at a Level 1.5. A smaller group of agents handles calls of a Level 2 nature and will escalate to the appropriate UMUC department if necessary. UMUC seeks to greatly expand the Level 2 capabilities of the SS-SC so that a minimum of calls are required to be escalated to UMUC departments and a higher percentage of first-call resolution is achieved. This will require planning, training, process development and a tiered staffing model to appropriately ladder skills, compensation and training

The SS-SC is responsible for accurately tracking all incoming calls and reporting any trends, issues and root cause analysis to Customer Service division leadership as quickly as possible. The Contractor meets with UMUC Customer Service leadership daily and weekly as necessary to report any and all findings and to provide possible solutions. Those findings are shared/reported in regular partnership meetings with the UMUC business units. It is vital that the vendor and Customer Service leadership have a close relationship to ensure that customers are being successfully served with the most up to date information. The contractor is expected to offer a disciplined approach to continuous service improvement and to effectively and proactively pursue call reduction, streamlined customer service, and absorbing new support responsibilities.

### **3. Objective**

UMUC is seeking a partner who has expertise and can engage with us to create the UMUC Service Center of the future -- integrating innovative means of connecting with customers and resolving customer questions and issues, including social media and other means – and to ensure that all of the processes, people and technology are working efficiently to deliver an extremely high quality of customer service and support to UMUC constituencies.

The objective of this process is to find a Contractor that has experience, a track record of innovation, and high-quality, recognized expertise to partner with UMUC in providing premiere support to UMUC prospective and students, faculty and staff across multiple channels and across multiple support areas.

These channels include but are not limited to:

- a. Online self-serve (“Level 0”)
- b. Calls – both inbound and outbound
- c. Chat
- d. E-mail
- e. Web-to-case

**Annual volume is:**

<b>Total Service Center/IT Volume 2013</b>		
<b>Total Phone Volume</b>		<b>620,244</b>
Service Center	513,043	
IT	107,201	
<b>Total Chat Volume</b>		<b>33,317</b>
Service Center	16,568	
IT	16,749	
<b>Total Email Volume</b>		<b>47,002</b>
Service Center	44,853	
IT	2,149	
<b>Total Web-to-Case Volume</b>		<b>41,351</b>
Service Center	33,341	
IT	8,010	
<b>Total Service Center/IT Volume 2013</b>		<b>741,914</b>

The selected Contractor will have the following characteristics and offer the following services:

- Effectively partner with UMUC to support stated strategic objectives
- Ability to forecast and adapt to changing market conditions.
- Customer-obsessed philosophy and culture demonstrated through personnel, personnel management, activities including training and communication, and outcomes..
- Ability to hire, train and retain high quality leaders, managers and staff based on industry standards and UMUC service and culture requirements.
- Contractor must have effective multi-modal ways of training agents due to frequent business process and program changes.
- Relentless pursuit of customer improvements based on data and trends.
- Proven track record of an existing contract of similar or greater size of operations
- Proven track record of an existing contract of similar or greater size that is a blended contract (IT and Student Services)
- Demonstrated examples of strong commitment to efficiency, process improvements and customer-focused outcomes
- Demonstrated examples of call deflection/reduction in using online self-serve.
- Contractor must have proven expertise in call reduction process improvement.
- Demonstrated examples of successfully adopting additional Level 2 responsibilities through analysis, partnership, training, and ongoing operations.
- Demonstrated commitment to ongoing professional development for key personnel.

- Use of technology applications to drive efficiency such as skill-based routing, knowledge base, and more.
- Use of data and reporting to produce top-notch Balanced Scorecard at various levels of granularity
- Demonstrated commitment to end-to-end Customer Experience.
- Contractor's commitment to management and leadership will be demonstrated through hiring and retention of high quality personnel, commitment to professional development, backup plans when key personnel roles turn over and available corporate resources. In addition, rigorous and active management and leadership must be demonstrated through the daily leadership and management practices resulting in successful outcomes.

UMUC will ask the selected Contractor to review all of its current support processes, procedures, and technologies to design and execute a plan that will reduce the number of calls while providing better support to our end-users. It is UMUC's belief that relentless pursuit of continuous improvement, root cause analysis, and building a healthy support ecosystem will allow costs to remain stable and SLAs to be met even with the addition of additional support responsibilities for the UMUC Service Center.

UMUC Customer Service staff will interact with our selected Contractor in order to achieve Service Center goals. UMUC Customer Service responsibilities include:

- Liaising with UMUC departments to effect process improvements, changes in communication, training and forecasting for anticipated volume and subject areas.
- Keeping the Contractor fully up-to-date on strategic priorities and strategic projects that will impact the customer base and/or the functioning/processes of the Service Center.
- Customer Experience strategy and managing UMUC department related activity.

The Contractor will provide UMUC with a world class Service Center to answer calls, record service request and incidents in accordance with HDI and ITIL best practices, track and monitor requests for services, resolve common support issues, and initiate the triaging and escalation of unsolved issues to the correct Level 2 UMUC departments. The contractor may choose their own IT Service Management System for the IT Service Center portion of the contract provided that it fully integrates with UMUC's Service Now installation. The Integration will be the contractors responsibility. The Student Services side of the contract must use UMUC's Sales Force implementation to track service requests and incidents due to the independencies with UMUC business units throughout the University.

All calls/chats/contacts into the UMUC Service Center will be answered by a live representative. Support requests will be logged by the Contractor. The UMUC Service Center accepts submissions for new service requests, software support, problem solving, status inquiries regarding prior service requests/incidents, software support, and all other UMUC Service Center service inquires. Contractor personnel must be fluent in English and be easy to understand with excellent communication skills.



The selected contractor will provide their own hybrid/offsite UMUC Service Center with dedicated representatives. UMUC reserves the right to visit this center with prior notice to the contractor.

Within the shortlisted Contractors Second Technical Proposal, Contractors will present a minimum of two pricing structures/options (without providing any quoted price) and the features, pros and cons, of each option to UMUC.

#### **4. Transition**

The selected contractor will propose a transition plan to UMUC that includes a UMUC onsite dedicated transition manager. This manager will be located onsite at UMUC in Largo, Maryland and will ensure all current UMUC Service Center processes and procedures are documented accurately and efficiently. Within 10 days of the commencement of the Contract, the selected contractor will present a detailed transition plan to UMUC that will outline its proposed transition activities including technology integration and transition, process documentation, staff capture and transition, current support assessment activities, schedule for transition of support from UMUC location to contractor facility and/or hybrid solution and contractor work breakdown structure for transition period.

#### **5. REQUIREMENTS - TECHNICAL SUPPORT AND STUDENT SERVICES**

**NOTE: THESE ARE UMUC'S INITIAL THOUGHTS ON REQUIREMENTS. AS THE PROCUREMENT PROGRESSES, THESE MAY BE REFINED/REVISED AT UMUC'S SOLE DISCRETION.**

##### **5.1 Contractor Level 1 Access Availability and Support**

- Offeror shall provide a dedicated local and 1-800 number for use by University or accept existing phone numbers to a dedicated number or set of numbers.
- Offeror shall agree to brand all student transactions as the University.
- The Contractor shall provide hybrid/offsite Level 1 support 24-hours a day, 7 days a week, 365 days a year through the UMUC Service Center.
- The Contractor shall provide Level 1 support to answer questions through all of the channels outlined in Section 2.
- UMUC will provide a toll-free phone number for stateside and worldwide users that will be forwarded to the selected Contractor. Email accounts will be created and access to the accounts will be granted to the Contractor or forwarded to their mail system. Level 1 support must be able to contact users at a prearranged time designated by the user through synchronous or asynchronous communication.
- The Contractor shall ensure Level 1 support has backup measures and redundant systems in place to either prevent or quickly overcome system failures due to hardware problems, carrier problems, electrical outages, etc. or a combination thereof.
- The Contractor shall ensure Level 1 support emergency contingency plans are in place to quickly resume service in case of inclement weather, natural disasters, fires, evacuations, etc. These plans should detail the threshold where additional measures are taken to handle expected and unexpected surges in requests for technical assistance. These plans will determine the timeframe for a response and the volume of real-time

(chat and phone) communications a “worst case” scenario would be able to handle. If changes to the plan occur Level 1 support will notify UMUC within 1 business day.

- The Contractor shall provide an emergency Plan to include but not limited to:
  - Minimum agents on staff (listed for each shift and day of week)
  - Maximum agents on staff (listed for each shift and day of week)
  - Time frame for each shifts/days ability to address an issue including:
    - Bringing in staff
    - Management notification time frame
    - UMUC notification time frame
    - Initial report of impact
    - Post Mortem Report of Issues including
      - Time frame in question
      - Number of calls
      - Raw data for month to date highlighting time frame
      - Actions being taken to address problems with response time
    - Escalation plan specific to call spikes
    - Several high volume scenarios should be detailed:
      - Connectivity Slowness
      - Complete LEO (or any UMUC Learning Management System), MyUMUC, or other system(s) Outage
      - Unknown issue within UMUC system(s)
      - Complete UMUC Outage (Networking, Power, etc.)
- The Contractor shall ensure that Level 1 support has dedicated supervisory personnel or lead agent(s) on the premises and available for consultation for each shift (7 days a week) on further troubleshooting measures prior to escalating to Level 2 support.
- The Contractor shall ensure that Level 1 support has a dedicated phone line or communication mode for Level 2 to contact agents or management. Critical issues can be escalated to the Contractor’s management through the phone and a response will be provided to UMUC within 30 minutes.
- The Contractor shall ensure that leadership/management will be responsible for the following:
  - Ensuring the center is staffed 24/7/365. UMUC will be notified of any failures to meet this SLA
  - Notification of branding issues found by Level 1 support will be sent to UMUC
  - Identification of trends, within three hours, to allow for implementation of the crisis management plan and escalation to UMUC when necessary.
  - Statistics (formatted to UMUC specs) to be sent to UMUC and checked for validity prior to being sent
  - Post Mortem reporting on any system failures or outages will be sent within 6 hours of an incident regardless of whether UMUC requests the report. This reporting shall include analysis as to contact volume spikes.
  - Meeting regularly with UMUC management to discuss common issues, call trends, solutions, and potential process changes. These meetings are expected to be weekly, but may vary based off of UMUC’s schedule. Contractor shall be responsible for bringing all pertinent information pulled from the tracking systems.
  - Contractor reporting progress reporting and SLA reporting
  - Trends reports submission to UMUC

- The Contractor shall ensure all Standard operating procedures are documented in ISO 9001:2008 standard format and centrally stored and accessible by all Contractor personnel as needed. UMUC may request access to this documentation on an as needed basis for an auditing or quality surveillance standpoint.
- NOTE: In cases of unforeseen call volume spikes, UMUC has the authority to permit the adjustment of specific queue times, abandon rates, etc. within the Service Level Agreement (SLA) If UMUC permits and determines that the numbers need to be adjusted, they will change to no less than the mid-range of “met” and its SLA table. This will only occur if all of the following are met:
  - Good faith effort is made to address the issue plus follow the Emergency Response Plan
  - Official request is made to adjust specific time frames. The request should be made no more than one business day after the incident and should include:
    - Post Mortem of situation
    - Time frame being asked for the adjustment
    - Raw call data for the month to date with the impacted area highlighted
  - UMUC approves of the adjustment.

### **5.1.1 Student Services Support**

- The contractor shall have demonstrate similar experience with existing or past clients where they provided services for:
  - Financial Aid
  - Business Office
  - Registrar
  - Student Advising, Recruitment and Retention (Enrollment Management functions)
- The contractor shall demonstrate their familiarity and experience supporting the Federal Financial Aid process, including but not limited to:
  - FERPA regulations and the disclosure of Student Information;
  - FAFSA and the application process, how award years are scheduled, and the outcomes of a FAFSA (SAR and ISIR);
  - EFC and what it means to students;
  - Types of Financial Aid including grants, loans, and work study
  - Current interest rates, Pell limits and lifetime eligibility, and aggregate loan limits;
  - The verification process, categories of verification, and resolving C codes;
  - How aid is awarded, aid disbursement schedule, refund process, and R2T4 calculations;
  - Satisfactory Academic Progress, both on GPA and completion rate, and the appeal process;
  - General Financial Literacy topics including responsible borrowing, student loan repayment plans (Standard, Graduated, Extended, and the suite of Income based or Income contingent plans), and default and deferment or forbearance options.
- The contractor shall demonstrate their experience in supporting the D2 Learning Management System and its navigation, and troubleshooting. UMUC currently uses Desire to Learn (D2L).
  - The contractor shall demonstrate their familiarity and experience in supporting

Business Office policies, procedures including but not limited to:

- Identifying holds on accounts and advising students of satisfying the hold so that it can be removed;
- Calculating balances on accounts and explaining payment options to students, where applicable;
- Military Benefits including but not limited to Chapter 31, Chapter 33, Yellow Ribbon Program, Vocational Rehab, and Tuition Assistance;
- University Scholarships
- Third party scholarships, employer funding, and other sources of third party funding;
- How refunds are processed, whether direct deposit or paper check.
- Registrar procedures, record or transcript requests, submission of transcripts and policies for evaluation of transfer credit, or degree audit requests.
- The Contractor demonstrate their experience supporting organizations transition to a new learning management system
  - If UMUC decides to transition to new learning management system, contractor shall support UMUC in the transition to the new LMS
  - The contractor shall provide the same level of support in the new LMS they provided to UMUC in Desire to Learn.
- Contractor shall maintain signed Privacy and Disclosure policy to encompass compliance with the Family Educational Rights and Privacy Act.

## **5.2 Inspection Records**

The Contractor shall maintain records of the work sampled and the results of the inspection for each discrete sample. The records shall allow the COTR to review each discrete sample and validate the determinations made during the performance of Quality Control.

## **5.3 Customer Evaluation**

- The Contractor shall maintain a customer evaluation feature as part of the Quality Control Program.
- The Contractor shall receive and evaluate unsolicited customer evaluations.
- The Contractor shall also solicit customer evaluations to support the inspection program.
- The Contractor shall establish a method for receiving and documenting customer evaluations that shall include, at a minimum, customer evaluation record number, organization, date and time received, the name of the individual, description of the evaluations and action taken by the Contractor.
- The Contractor shall maintain a record of customer evaluations that shall include, at a minimum, customer complaint record number, date of complaint, organization, description of the evaluation, and disposition date. Evaluations with negative comments (e.g., work was not completed, work was not performed on time) regarding the performance of the Contractor shall be considered as complaints.

- The Contractor shall establish a method to investigate complaints, assess the validity of the complaint and institute corrective actions for performance deficiencies discovered.
- The Contractor shall submit the assessment of validity to the COTR for approval no later than 3 business days after receiving the complaint.

#### **5.4 Contract Performance Meetings**

- The Contractor shall meet monthly with the COTR, and his or her appointed stakeholders to review Contract performance and quality of work.
  - Meetings shall include review and analyses of the results of the inspections performed by the Contractor, a review of the results of the quality assurance surveillance performed by UMUC, an assessment of performance standards, analyses of process deficiencies, and problem resolution.
  - At these meetings, the COTR and the Contractor will discuss Contractor performance as viewed by UMUC and problems, if any, being experienced.
  - The Contractor shall draft the minutes of the meeting to include issues, action items, identify those responsible for completion or coordination of the action, and agree upon date of completion. For completed issues, the minutes shall include the actions performed to complete them.
  - The Contractor shall provide a draft of the minutes to COTR within one business day. The COTR will have two business days to respond with corrections to the minutes.
  - On the third business day, The Contractor shall provide the COTR, attendees the final version of the minutes. The Contractor shall subsequently take appropriate action to resolve outstanding problems.

#### **5.5 Services and Service Levels**

- Describe how you implement a customer-focused service philosophy in the service center
- Provide a single point of contact for all client-related technology issues
- Provide and continue to develop and enhance on a regular basis online web-based knowledge management content that will provide self-help capability for users
- Implement and operate in accordance with industry best practices such as HDI and ITIL
- Meet at a minimum the Service Level Agreement (SLA) as defined below:

**SLA Table 1**

<b>SLA</b>	<b>Target</b>
<b>Customer Satisfaction (2% weight of EQL)</b>	Customer Satisfaction Surveys: AQL: 90% EQL: 94%  Customer Satisfaction: migrate to Net Promoter Score (Future) AQL and EQL TBD
<b>Average QA Score (1% of EQL)</b>	AQL: 87% in 2015; 89% in 2016; 90% in 2017; 92% in 2018; 93% in 2019 and if contract is renewed for following years EQL: 90% in 2015; 92% in 2016, 93% in 2017; 94% in 2018; and 95% in 2019 and if contract is renewed for following years
<b>Utilization (1% of EQL)</b>	AQL: 60% or higher EQL: 65% or higher
<b>Average Speed of Answer (ASA) (1% of EQL)</b>	AQL: 80% or more calls answered within 30 seconds or less EQL: 80% or more calls answered within 20 seconds or less

<b>KPI</b>	<b>Target</b>
<b># of QA Evaluations</b>	6 evaluations per agent per month
<b>Average Handle Time</b>	7 minutes or less Student Services, 15 minutes or less IT
<b>Average Wrap-Up Time</b>	2 minutes or less
<b>Average Hold Time</b>	2 minutes or less
<b>Abandon Rate</b>	5% or less
<b>Misescalation Rate</b>	5% or less
<b>Email Response Time</b>	4 hours or less

- Analyze call records and identify or recommend remedial programs to minimize or eliminate recurring problems  
Contractor should provide tools and methodologies to analyze patterns or problem reports for management review with UMUC

**Permitted Exceptions:**

The vendor will be relieved of responsibility for any Service Level Agreement failures and any associated AQL Penalties to the extent affected by the items described below or agreeable items much like those listed below. If the vendor believes a Permitted Excuse would apply, The Program Director will present our findings to UMUC management to collaborate and agree upon whether a Permitted Excuse will be utilized to exclude specific data from the SLA calculations. UMUC will have final decision-making authority on these permitted exceptions.

*Average Speed to Answer SLA:* If actual contact volumes spike outside of normal ranges due to UMUC network outages, system outages, virus intrusion, or other like events, answer speeds for this timeframe will be removed from the Average Speed to Answer SLA calculation.

**5.6 Call Tracking, Reporting, Escalation**

- The Contractor shall provide a comprehensive web-based UMUC Service Center tracking and reporting tool that can be accessed by UMUC Level Two support as well as appropriate and authorized individuals within UMUC staff. Additionally, Contractor must support integration with UMUC ticketing systems (SalesForce/ServiceNow) to transfer securely ticket information.
- The Contractor shall record, troubleshoot, and resolve questions and issues for UMUC’s faculty and Students for all institution-supported/approved technology including passwords, login, network or internet connectivity, firewalls, browser, virus protection, spyware, basic email, UMUC Learning Experience Online (LEO) by Desire to Learn (D2L), VPN, Virtual Desktops SQL and other desktop software questions.
- The Contractor shall provide technical support to faculty and students to troubleshoot issues with class access, class enrollment, class grade book, class assignments, class discussions, classroom navigation and general classroom use in the desire to learn environment (D2L) called LEO at UMUC. Note:If UMUC decides to move to another Learning Management system contractor would be expected to provide the same support for that system that they provided for LEO as well as providing transition support for the new system.
- The Contractor shall provide weekly and monthly service UMUC Service Center reports & metrics to UMUC management. These reports will include, but are not limited to, metrics on previously opened cases, new cases, closed cases, currently open cases, quality assurance survey results, speed to answer, abandon rate, and Contractor online tracking system availability in table and graphical formats. Reports will include integrated statistics across all support channels and calls as well as breakdowns by customer, type of caller (student, faculty, staff) and call types (to be defined by UMUC and Contractor)
- As needed the UMUC liaison may request management reports on specific areas of concern
- UMUC retains ownership of all call data.

### **5.7 Knowledge Base Management and Support**

- The Contractor shall build, support, administer and maintain a Knowledge Base.
- The Contractor shall utilize the knowledgebase to resolve incidents on the first contact, when possible; resolve problems, as appropriate; and restore services as quickly as possible.
- The Contractor shall provide user training for utilization of this tool according to industry Process and Procedures.
- The contractor shall make this knowledgebase available to UMUC Tier 2 staff and UMUC Management

### **5.8 IT Service Management Process Review**

- The Contractor shall review and audit the IT Service Management Processes and submit a Gap Analysis and recommendation for Process Improvement every six months.

### **5.9 Standard Operating Procedure Maintenance**

- The Contractor shall maintain all Standard Operating Procedures throughout the life of the Contract.
- The Contractor shall submit to the COTR changes in Standard Operating Procedures not less than 45 days prior to the desired date of implementation.
- The Contractor shall not implement any changes until authorized by the COTR.

## **6. SUPPORT STAFF QUALIFICATIONS**

### **6.1 Required Qualifications – IT Service Center staff:**

- IT Service Center Level-1/First-tier support should consist of certified Service Desk Professionals whose sole responsibility is to UMUC clientele. They must have 2 years of service desk experience.
- The Contractor's performance requires a broad range of capabilities regarding assigned personnel.
- The Contractor shall be responsible for employing qualified personnel to perform the services required by this Contract.
- The Contractor shall have the personnel, organization, and administrative control necessary to ensure that each task is completed satisfactorily.
- The Contractor's personnel must have demonstrated experiences, documented in their resume, referencing the required skills for successfully completing these tasks. All personnel must be fully trained and ready for the tasks for which they are performing and possess excellent verbal and written communication skills.
- Contractor shall ensure that each IT service center representative including senior representatives have their HDI Service Center Certified Analyst certification within 6 months of the contract effective date.  
The IT Service Center Manager will be HDI Service Center Manager Certified and ITIL Foundations Certified. If questions arise that the Contractor is using other than qualified personnel, the Contractor shall provide proof that personnel possess the proper qualifications and experience. The IT Service Center Manager should have 7 to 8 years' experience managing fast paced service desks.



- contract start date
- The Contractor shall conduct full background checks prior to hiring
- The IT Service Center Service Delivery Manager will be ITIL Practitioner certified and PMP certified and have 10 to 12 years' experience managing fast paced service desks.
- Senior Service Center representatives must have 3 to 5 years' experience and will be required to possess a COMPTIA A+ certification and must be ITIL Foundations certified within 6 months of the contract start date. IT Service Center Leads should have 5 to 7 years' experience and will be required to possess a COMPTIA A+ certification and must be ITIL Foundations certified within 6 months of the contract start date.
- All Staff are required to have excellent oral and written communication skills.
- IT Service Center Level-1/First tier support staff must be very familiar with the following (but not limited to) commercial software and be able to familiarize themselves with any new releases within one week and fully trained with 3 months of the release.
  - Windows 8, 2000, XP, Vista
  - Macintosh OS X
  - Mozilla Firefox 2 and higher
  - Microsoft Internet Explorer 6 and higher
  - Safari 1.2 and higher
  - MS Office 2000, 2003, 2004, XP, 2007, 2010, 2013 (Word, Excel, Access, Power Point, Outlook, Project, Visio, & OneNote)
  - Various firewall and Anti-virus software (Norton, McAfee, etc.)
  - Various Plug-ins for Netscape, Firefox and Internet Explorer
  - Basic PC Troubleshooting
  - Basic Printer Troubleshooting
  - Basic Networking Troubleshooting
  - Basic UNIX commands
  - Basic HTML code
  - Desire 2 Learn
- Transition Manager
  - Must have 7- 10 years of experience in transitioning similar size and scope projects. Must have PMP certification and ITIL Practitioner certification.
- Program Director
  - Must have 10 to 12 years' experience managing service center with similar size and scope  
Strong negotiation, interpersonal, written and oral communications skills – including statistical report writing.
  - Effective leadership and analytical skills including working knowledge of financial statement analysis, staffing models, scheduling, and telecom opportunities
  - Exceptional ability to develop and manage results-oriented recruiting and training programs
  - Measurable experience in managing and growing profitable satisfied accounts and/or relevant account management experience

- Strong mentoring and relationship building skills with ability to effectively manage group and interpersonal conflict situations
- Provide strong, dynamic leadership that mentors, develops, and guides team members to efficiently leverage the value of every contact

## 6.2 Required Qualifications - Support Staff – Student Services

### Required Skill Set:

- Graduate of an accredited high school or GED equivalency required
- College experience and/or degree is a plus
- Experience in providing customer service associated with the identification, prioritization and resolution of reported issues (outbound call center experience preferred)
- Ability to type at least 20-25 words per minute
- Outstanding customer service skills
- Experience following operational, issue resolution and escalation procedures
- Excellent interpersonal oral and written communications skills as well as a good telephone presence
- Excellent organizational and follow-up skills with strong attention to detail
- Strong teamwork skills
- Possess strong work ethic
- Ability to work in a fast-paced, changing environment, demonstrated by previous experience in a similar environment
- Ability to recognize priority issues and escalate accordingly
- Ability to quickly learn new information and applications
- Patience and experience in working with nontechnical users
- strong problem solving skills and seeking informed solutions.

## 6.3 Support Staff Training

- The Contractor shall ensure new agents are trained on UMUC support process and applications. Level-2/Second-tier reserves the right to review and approve training materials developed by the contractor Level-1/First-tier support. Level-2/Second-tier reserves the right to assist in training Level-1/First-tier support agents throughout the year to present new enhancements and feature to UMUC applications.
- The contractor shall provide fully trained, competent staff able to make knowledgeable computer support decisions.

- The staff at a minimum shall have work experience directly relating to help desk support and customer service.
- The Contractor shall also be required to have an ongoing training program, and be responsible for Contractor employees acquiring the knowledge and skills necessary to support new technology.
- The contractor must continually run refresher training program approved and audited by UMUC for all shifts across all areas of the service center
- The contractors staff shall be capable of speaking clearly, in grammatically correct English and be easily understood by the customers.
- All written responses to customers shall be clear, accurate, concise and responsive.
- The contractor must ensure the staff have excellent listening and analytical skills and shall conduct an annual HDI skills assessment and skills gap analysis. The results of the assessment and analysis, along with proposed recommendations for improvements are to be submitted to the government within 30 days from completion. UMUC will review the documents with the contactor.

#### **6.4 Support Staff Monitoring/Performance Evaluations**

- Contractor will monitor Level 1 support staff on periodic basis in order to ensure the Level 1 support staff meets training standards. UMUC will be provided the opportunity to provide feedback on individual agent performance. UMUC reserves the right to request that a Level 1 support staff and/or management staff be removed from the UMUC contract if in the best interest of UMUC.
- Quality Assurance – Based on the numbers provided by the Contractor quality assurance will need to involve:
  - 6 evaluations per agent per month to include all applicable channels
- Based on the above percentages calls/tickets will be reviewed for all shifts
  - Weekly Report will be provided to UMUC.
  - List of all tickets during the time period, including detailing all tickets reviewed during the week, separated by call type and time of interaction.
  - Using evaluation criteria agreed to by UMUC the tickets being reviewed will be graded
  - Report will be provided weekly and within two days of the week's end.

## 6.5 Reporting Features and Usages

- The following information must be obtained from callers for statistical purposes and recorded by or in a Call Tracking system.
  - Time and date of call.
  - First and Last Name of caller
  - Caller Login ID (or username)
  - Caller Empl ID (unique identifier)
  - Which class(es) the caller is enrolled in
  - Caller status (graduate student, graduate faculty, undergraduate student, undergraduate)
  - Caller type (Faculty, staff, guest, other)
  - Which division (UMUC, UMAD, UMED) caller is registered or enrolled with
  - Home and work phone numbers
  - Computer hardware/software specifications
  - Operating System
  - Computer type
  - ISP company
  - Browser type
  - Type of problem initially reported
  - Detailed description of problem
  - Detailed description of solution
  - Audit trail (status of call)
  - Call Resolution
  
- A monthly status report should be sent to the manager of the Level-2/ Second-tier support containing the following:
  - Monthly statistics on which condition of each Service Level Agreements you Exceeded, Met and Failed
  - Number of Inbound calls
    - Per week
    - Per day
    - Per hour
  - Percentage of answered with Queue Time less than 60 seconds
  - Number of Inbound e-mails
  - Average length of calls
  - Abandoned calls
  - Average abandoned time
  - Call Queue times vs. Call Volume and Incident Volume
  - Abandoned Time and Call Volume Relationship
  - Number of voice mail messages by users and queue times
  - Transferred calls
  - Calls conferences by multiple agents
  - Average queue time
  - Average process duration (total call time)
  - Average speed to answer calls
  - Average time before calls are abandoned

- Email Ticket Volume
- Email per trouble ticket
- Most common problems
- Which department/division had the most callers (graduate or undergraduate)
- Feedback on operator's performance

## **6.6 - Support Staff Interactions with Students/Faculty/Staff**

- Contractor will require that support staff meet the following requirements and will monitor support staff on a periodic basis to ensure compliance with these requirements.
  - Support staff will be required to be respectful of all users at all times.
  - Support staff and Contractor will be required to treat interactions with students as confidential at all times.
  - Support staff will try to answer other computer-related questions that do not necessarily have to deal with our program.
  - Support staff will provide handholding support for novice users (patiently walking through procedures with callers).
  - Support staff will exercise patience and understanding with foreign students and faculty where English is not their primary language.
  - Support staff and Contractor will not provide any user data to anyone other than Level 2 support and Contract Manager.
  - Support staff and Contractor will NEVER ask students, faculty or staff for their Social Security Number (SSN).

### **6.6.1 Storage of Service Center Sessions**

- All interactions (Service center sessions) are to be stored (archived) for future reference. The interactions must be stored for a minimum of one year from the date of the final interaction on the ticket. Interaction includes all channels. All tickets must be able reviewable for the length of the contract.

## **6.7 Quality Assurance**

### **6.7.1 Quality Assurance and Surveillance Plan (QASP)**

- The contractor shall submit a Quality Assurance and Surveillance Plan (QASP), which identifies the minimum performance indicators, indices, and metrics to be used in accordance with UMUC's, SLAs and KPIs. The measures identified in a contractor's QASP shall relate to UMUC's stated objectives and measures of success. The contractor's QASP shall consist of the following information:
- A description of the review/audit process, its documentation, methods of internal review, identification of staff position(s) performing the reviews, and the frequency of the reviews.
- A description of the approach and procedures for communicating with the Government; handling corrective actions; and identifying and implementing potential improvements to the program services.

- A process for project tracking in terms of the deliverables identified in the proposal.
- A description of the performance requirements for each phase of the project and/or labor category.
- A description of the performance objective for each Performance Standard.
- A description of the quantifiable Acceptable Level of Performance for each Performance Standard.
- A description of the method of surveillance including: who will perform the surveillance, the frequency, and the process for accomplishing the surveillance.
- A description of how the contractor will remedy any deficiencies and the time frame to remedy such deficiencies.

#### **6.7.2 Surveillance Methods**

- The contractor shall employ the full range of surveillance methods to ensure the ability to monitor each task with the information necessary to manager the contract.
- The contractor's Quality Control Plan will detail appropriate surveillance methods to ensure compliance with the UMUC's requirements based on which method provides the most valid and reliable information in the specific circumstances. The match between work and method, the frequency of work, and the criticality of work are major considerations in selecting an appropriate surveillance method. The contractor's approach will include all these factors. The contractor's surveillance plan will include Inspections, Reviews, and Customer Surveys, Audits, and Metrics reports.

### **7. UMUC – Contractor Partnership: Leadership, Management and Oversight:**

7.1 Work will be assigned by UMUC's Vice President, Customer Service and throughout the period of the Services, copies of all correspondence, work products, specifications, estimates and other materials prepared by Vendor should be directed to the UMUC Vice President, Customer Service. Direct contact or communication by Vendor with other UMUC offices or any other entity concerning the Services shall be made only with the prior knowledge and concurrence of the UMUC Vice President, Customer Service.

7.2 **Executive Meetings:** UMUC will also conduct Executive meetings on a regular and as-needed basis. The Contractor's Executive and assigned Account Manager in addition to the on-site management team and UMUC's Vice President for Customer Experience or designee are expected to attend these meetings. The purpose of these Executive meetings is to brief executive representatives and business stakeholders of UMUC on the engagement's progress and issues. UMUC will be responsible for taking and distributing complete minutes of Executive meetings to all attendees.

7.3 **Operational Meetings:** The Vendor will be required to attend regularly scheduled Operational Meetings. Operations Meetings will be held regularly and they are anticipated to be weekly unless another interval is determined by UMUC. These meetings are to be led by the UMUC Point of Contact or his/her designate. These meetings are to be attended by Vendor's onsite Account Manager either in person or by phone to insure that Vendor is up to date on Engagement activities and Vendor is expected to have appropriate personnel in attendance at all meetings based on the agenda items.

This is the forum for identifying issues and concerns, identifying operational priorities, reporting the status of work in progress, and resolving disputes.

The agenda at this meeting is to include, but not be limited to, the development and continual review and updating of the following as applicable:

- Risk Management / Mitigation plans
- Status Reporting:
  - Weekly consultant-based Status Reports
  - Worklist Priorities and Work Items / operational status
  - Staff Roles and Responsibilities
  - Issues Tracking
  - Resolution Management Process
  - Staff Knowledge Transfer (if applicable)
  - Documentation
  - Quality Assurance Tasks/Testing Schedule
  - Change Order Activity

Meeting notes are to be made by the UMUC POC and distributed to all in attendance within 3 business days of the meeting.

**7.4 Ongoing Operational Meetings/Activity:** It is expected that there is a constant interaction of key staff and personnel regarding all aspects of effectively running the Service Center. This will include planning, training, quality assurance, problem identification, root cause analysis, and more. Contractor will have stellar leadership and management in key personnel roles to partner on this activity with UMUC.

SECTION III

PROCUREMENT PHASES AND EVALUATION PROCESS



## SECTION III

### PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS

#### SECTION III

#### ARTICLE 1 – INITIAL PHASE OF THE PROCUREMENT

#### INITIAL TECHNICAL PROPOSAL

**1. Initial Technical Proposal:** Refer to the Solicitation Schedule for due date for the Initial Technical Proposal (Technical Proposal). **The Initial Technical Proposal, including any clarifications, amendments, modifications, etc. to the Initial Technical Proposal will be considered by UMUC as an Offer from the Proposing Firm.**

The Initial Technical Proposal should be prepared in a clear and concise manner. The contents of this Initial Technical Proposal must address the following items 2.1 through 2.5, and additionally, must include the appropriate completed forms as indicated in items 2.6 and 2.8. Failure to include any of the items listed may result in the Technical Proposal being found non-responsive and/or will affect the evaluation of your firm's Technical Proposal response.

The Initial Technical Proposal submitted in response to this Solicitation must demonstrate that the Proposer has sufficient expertise and experience to meet UMUC's requirements as well as an understanding of the project scope and objectives. It is the Contractor's responsibility to tailor its response to demonstrate its expertise and qualifications to meet the IT quality assurance testing services objectives and perform the scope of work specifically for UMUC rather than providing a 'cookie cutter/template' response.

*For ease of use by UMUC, Proposers are asked to paginate the Initial Technical Proposal. A Transmittal/Cover Letter that is prepared on the Proposer's business stationery must accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief, but shall list all items contained within the Technical Proposal as defined below. The letter must be signed by an appropriate person of the Proposing Firm (See Paragraph 3. below.)*

**2. In no more than twenty (20) pages including all appendices but not including the Transmittal Letter, Financial Attestation, Bid/Proposal Affidavit, Receipt of Addenda Form, and MBE Attachment M1-A Form,** the Proposing Vendor/Contractor is to provide the following:

#### **2.1. Proposed Organization to Service UMUC and Evidence of Similar/Relevant Experience:**

**2.1.1** Provide a list of the proposed firms/companies including all firms/companies' addresses and all firm's/company's proposed role and responsibility on the UMUC Contract if Proposer was selected for the award of the Contract. In addition, provide a general description/narrative of the proposed service center team that would service UMUC. Provide an **organizational chart of the proposed firm(s)** showing the structure of the Proposer's team. This chart should show the management structure of the firms with the location of upper level management and regional management support staff, as well as, those actually anticipated to be assigned and dedicated to manage this account.

**2.1.2** The Proposer is to provide evidence of a minimum of three (3) similar or relevant Call Centers/Help Desks clients (currently being serviced or prior clients serviced within the last three (3) years) that meet the UMUC requirements.\* Use client and short case studies to

illustrate performance examples of those that Proposer deems are the best examples of prior or current clients. These contracts should be relevant in size, scope and complexity to the University of Maryland University College's requirements. Evidence to be provided that Proposer has operated and managed a contact center with a single annual contract volume of 500,000 contacts across all channels and has a total cumulative minimum for all contact centers of past performances of 2 million contacts. **Sufficient description of the Service Center services, including volumes handled, provided to these clients** is to be included so that UMUC may evaluate the similarity and complexity as compared to UMUC's needs. Client name, address, contact person, email address, and telephone number including area code and extension of contact person are to be provided for the contracts provided\*\*.

\*Note 1: If the proposed organization includes more than one firm/company, then this information is to be provided for all firms/companies that comprise the Proposer's team.

\*\*Note 2: UMUC may, at its sole discretion, but is not required to do so, contact any of the clients provided to verify the information and to obtain a reference on the performance of the Vendor/Contractor in providing service center services.

UMUC reserves the right to check any available reference sources as well as factor in past performance with UMUC and/or other USM Institutions, if applicable, even if not provided as a reference by the Proposing Consultant.

Please be sure that accurate contact information is provided and that the contact person is capable of speaking to a firm's capability in performing the services.

## **2.2 Experience with Higher Education, UMUC and/or University System of Maryland:**

**2.2.1 List of higher education clients** who Contractor is providing Service Center services.

**2.2.2 List current and/or past contracts for Service Center services that Contractor is/has providing/provided to UMUC and other USM institutions.**

Note 1: UMUC may factor in past performance with UMUC and other USM institutions in the evaluation of proposals.

Note 2: If the proposed organization includes more than one firm/company, then the information requested in Section 2.2 above is to be provided for all firms/companies that comprise the Proposer's team.

## **2.3 Physical Location of the IT Service Center Facility and Student Services Center Facility:**

Provide the geographic location and physical description(s) of the service center(s) that will (or may in the future) service UMUC.

**2.4 Provide a description of your firm's relevant qualifications\*** to perform the requested services. Also, please include the following information:

- Description of your firm's capabilities, capacity, and resources specific to providing IT technical assistance and/or Student Services help desk call centers.
- Firm overview, corporate background, mission statement, and/or philosophy;
- Primary business focus or specialty;

- Headquarters location;
- Location of office that will provide the services to UMUC and number of employees
- Geographical locations of IT and Student Services call centers/help desks
  - List of clients serviced at each location
  - Number of employees (management, team leads, and CSR's) at each location;
- Number of years your company has been in business;
- Number of years in providing IT call center/help desk services;
- Number of years in providing Student Services call centers/help desk services;
- List of top ten (10) clients by annual contract (dollar amount)
- List of top ten (10) clients by annual cumulative contact volume (cumulative volume of phone, chat, email, and voicemail)
- Total cumulative number of contacts for all call centers operated by Proposer for each year of the last five (5) years (2010, 2011, 2012, 2013, 2014)
- List of higher education clients which are being served by the Proposer;
- Any other notable facts that may demonstrate your firm's unique qualifications and aid in the selection process.
- **Annual Sales Volume for the entire company and the call center location which will service the University** on a per year basis for the last three (3) years [2011, 2012, and 2013 or 2012, 2013, and 2014] for:
  - All Services;
  - IT Service Center Practice (or disciplines.); and
  - Student Services Center Practice (or disciplines)
- **Financial Attestation:** Firms shall provide a statement or attestation of its financial condition to confirm that it has adequate financial resources to support its Technical Proposal response. Such statement and/or attestation may include: a) letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement; or e) any other documentation that firm feels adequately attests to its financial resource viability. It is acceptable that such documentation be provided solely in the original copy of the Technical Proposal.

***NOTE:** To ensure that the Contractor has sufficient financial resources to support the contract, prior to the award of the contract(s), UMUC may, at its sole discretion, request that the shortlisted Proposers and/or the selected Contractor shall submit complete audited financial statements for the most recent fiscal years showing the true condition of the Proposer's assets, liabilities and net worth. If requested, the financial statements must include a balance sheet and income statement. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof.*

**2.4.1** Provide an **organizational chart of the firm** showing the structure of the firm's divisions and/or departments with a focus on key functions involved in serving this Contract as well as a geographic map of centers. This chart should show the management structure of the firm with the location of upper level management and regional management support staff, as well as, those actually anticipated to be assigned and dedicated to manage this account.

\* Note: If the proposed organization includes more than one firm/company, then the information requested in Section 2.4 above is to be provided for all firms/companies that comprise the Proposer's team.

**2.5 Provide a resume** including education and employment history as well as client experience in the role to be assigned to UMUC for the following key people:

a. **Account/Client Relationship Representative.** This is the person who is UMUC's point of contact for managing the relationship between the Vendor and UMUC from contract award through contract expiration or termination. It is expected that this person be available for onsite meetings, especially during the initial months of the engagement, and once the Contractor's remote staff levels are stabilized, thereafter for periodic face-to-face and/or teleconference meetings for relationship check-ups.

b. **Executive Manager:** This is the person who the Account/Client Relationship Representative reports to and is the executive responsible for ensuring that sufficient resources are provided to UMUC during the Term or Terms of the Contract. As well, this person would be the first point of escalation to resolve issues between UMUC and the firm. Response will include name, e-mail address, mailing address, telephone, and all applicable fax, pager, and mobile phone numbers.

**Note:** By submitting the Account/Client Relationship Representative and Executive Manager for consideration, the Proposer is committing these people to UMUC for the duration of the contract, if awarded. No personnel changes will be permitted without written authorization from the University via a contract amendment. The University, at its sole discretion, reserves the right to request personnel changes if deemed in the best interest of the contract.

**2.6. Proposal Affidavit**

State Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Appendix A**.

**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**) is to be completed, signed, and included in the Proposer's Initial Technical Proposal.

**2.8 MBE Attachment M1-A –Contractor's Acknowledgement of MBE Participation Commitment form (See Appendix A) MUST be submitted with the firm's Technical Proposal. This is non-curable. If MBE Attachment A is NOT provided in the firm's Initial Technical Proposal, the Offeror shall be deemed not susceptible of the award and UMUC shall not consider the Offeror further. This is non-curable.**

**3. Signing of Initial Technical Proposal:** The Technical Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, 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 that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

#### **4. Evaluation of the Initial Technical Proposal:**

**4.1** The intent of this Solicitation is to provide Service Center Providers an opportunity to present their qualifications and experience to providing the scope of services in relation to the needs of UMUC. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, organizational culture, working style and communications style fit with the University's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

**4.2** An Evaluation and Selection Committee ("the Committee") will be established by the University. The evaluation process will be facilitated by the UMUC Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate UMUC staff on the proposed services. As well, the Committee may request additional assistance from any source at any time during the procurement.

#### **4.3. Qualifying Proposals**

The Procurement Officer shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor's proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the University.

#### **4.4 Initial Technical Evaluation**

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the initial technical proposals in accordance with the Evaluation Criteria. The process involves applying the evaluation criteria contained in the RFP and determining those proposals that are susceptible of the award. The Committee may shortlist based on the evaluation process. The decision for continuation in the procurement process (or further shortlists) will be made by the strengths, weaknesses, advantages, and deficiencies of the initial technical proposal.

The criteria that will be used by the committee for the initial technical evaluation of the proposals for this specific procurement are listed above in Section III, Article 1, Paragraphs 2.1 through 2.5. Each committee member will evaluate the proposals and the demonstrated product(s) on each major criterion. The order of importance of the technical criteria is as follows:

1. Firm's Profile in providing similar Service Center Services;
2. Past experience of the Proposer in similar Service Center engagements including past experience, if applicable, with UMUC and/or other USM Institutions;
3. Proposed Organization to Service UMUC, and,
4. Staffing Resumes

**4.4** Proposals evaluated by UMUC to be viable and of further interest (ie "shortlisted") will progress to the next phase of the procurement (See RFP Section III, Article 2, Second Phase Technical Proposal.)

**4.5** All Proposers who submit an Initial Technical Proposal to UMUC will be notified as to whether or not they are shortlisted.

END OF SECTION III, ARTICLE 1

## SECTION III

### PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS

#### SECTION III

#### ARTICLE 2- SECOND PHASE OF THE PROCUREMENT

1. All shortlisted firms following the Initial Technical Evaluation will then be required to provide a Second Phase Technical Proposal.

**2. Second Phase Technical Proposal:** Following the Discussion Sessions, UMUC may further shortlist. Each Proposer who remains shortlisted following the Discussion Sessions will be required, to **submit a Second Phase Technical Proposal (Tech Proposal-2)** in accordance with the Solicitation Schedule. The purpose of this Tech Proposal-2 is to modify, enhance and supplement the firm's Initial Technical Proposal to further convey the Proposer's expertise and qualifications to provide the required services. **The Second Technical Proposal is limited to 85 pages not including the transmittal letter, resumes, Acknowledgment of Receipt of Addendum, Acknowledgement of Review of UMUC Sample Master Contract, Recommendations for Structure of Price Proposal, Third Party Security Assessment Questionnaire, or the Staffing Matrix.**

The Tech Proposal-2 is to address in more detail and specificity the following topics:

#### **2.1 Providing the Services/Staffing Resources:**

Proposers are to provide their **proposed solution(s) to UMUC's business needs** outlined in "Section 2: UMUC Scope of Work/Requirements". The Proposer should demonstrate that they understand both the magnitude and the importance of UMUC's service center needs by detailing their proposed services and service model(s) inclusive of staffing resources for the University. The Proposer is required to explain how they intend to provide the required services throughout the term of the contract. The Proposer should close with a summary of any problems, which might be expected and propose solutions to those anticipated problems.

Proposal should address, but not be limited to, the following:

- Brief but informative description of the proposed services and service model(s);
  - Technology tools used to leverage performance of your solution (ticket creation and tracking, reporting results to UMUC, integration with CRM, telecommunications, software, redundancy of operations, etc.)\
  - In-house technical support
  - Emergency Contingency Plans
  - Knowledge Base Development
  - ADA and 508 compliance
  - Service Level Agreements (SLA's) and Key Performance Indicators (KPI's) as previously outlined in this document.;
- Proposed staffing requirements/resources;
  - Management Structure of the relationship with UMUC and the day-to-day operations of the call center;

- Recruitment, Training and Retention methodologies for the customer service representatives;
  - Quality Assurance Programs;
  - Outsourced, if any, services;
  - Escalation procedures, methods and technologies for student interactions that require campus personnel.
- The assumptions regarding UMUC resources and/or involvement.
  - From the time the contract is awarded by UMUC, what process will the firm take to seek the most qualified staff for the project? Will all positions need to be hired, or will the Proposer staff from its current staff resources?
  - Are any services subcontracted? If so, what services and from what geographic locations? (Refer to Appendix M of the Solicitation as a 5% Minority Business Subcontracting goal has been set for this Contract.)

**2.1.1 Structure of Contractor’s Employee’s Compensation:** Provide narrative as to how contractor’s employees at all levels are compensated including any employer offered benefits, incentives, bonuses, and promotion opportunities.

**2.1.2 Schedule and level of effort:** – Provide a high level schedule recommended for the transition/roll out of the UMUC Service Center solution. All setup/implementation tasks are to be provided with appropriate resources designated by title and estimated level of effort, including assumptions for UMUC staff’s involvement. A recommended timeline of tasks showing sequencing and dependencies is to be provided.

UMUC will consider a phased approach for “go live” of the various aspects of the UMUC Service Center.

**2.1.3 Key Personnel:** The contractor shall provide complete resumes\* for the following Key Personnel that are proposed to be assigned to UMUC:

- Program Director
- IT Service Center Manager
- Student Services Service Delivery Manager
- Transition Manager

\*The resume is to include educational and employment background; informative description of similar call center experience, and a minimum of two (2) client references\*\* (contact name, company name, email address, and phone number including extension number) where the person has been assigned in the same capacity.

**\*\*See note in 2.2. below regarding references.**

By providing these proposed Key Personnel for UMUC’s consideration and evaluation, Contractor is committing that if it is awarded the contract that these people will be assigned to UMUC. The successful contractor cannot replace any key personnel role without prior



authorization in writing from UMUC. Refer to Contract in Appendix D for further information regarding Key Personnel changes.

- Complete the Staffing Matrix Form in Appendix B by indicating for the key personnel to be assigned to UMUC for this contract. By each job title, Proposers are to indicate with an “X” if the person(s) are:
  - Already employees of firm (provide complete resume\*)
  - To be filled from in-house resources (provide sample resumes\*)
  - To be hired (provide job description)

## 2.2 **Firm References:**

**For all of the contracts provided in the Initial Technical Proposal which were deemed by the Proposer to be the most relevant to the UMUC requirements, UMUC is requesting additional information to be provided. Higher consideration will be given in the evaluation for call centers that are most similar/relevant to UMUC’s in size, scope and complexity.**

The following additional information for each of the contracts is to be provided:

- a. Client name, address, email address, contact person and telephone number including area code and extension of contact person;
- b. A brief, but informative description of the call center/help desk management services provided including geographical location and some of the specific services provided;
- c. Number and types of contacts handled per month for each of the past 12 months for phone, voicemail, email, chat;
- d. Structure of the call center (i.e. dedicated or non-dedicated; payment per agent or payment per contact);
- e. Staffing of the call center (management staff, agents per shift, etc.)
- f. Shifts operated;
- g. Quality assurance methodology;
- h. The Service Level Agreements (SLA’s) required for the Call Center;
- e. The annual dollar volume for the contract; (If this information is deemed confidential, Proposer is to provide a range of dollar value such as "between \$1M and \$1.5M"; "greater than \$1M, but less than \$5M", etc.)
- f. The term of the contract (start date and completion date); if ongoing, please provide start date and state that contract is ‘ongoing’; and
- g. Similarities to the UMUC contract as described in this RFP.

**\*\*References:** The University will check references of the above contracts and those of the Key Personnel **only** of the final shortlisted Proposers. The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available, including past performance with UMUC, even if not provided as a reference by the Proposer.

It is imperative that the contact names and phone numbers given for the contracts/clients listed are accurate. References will be held in the strictest of

confidence by the University. Such references are to be from different contracts; that is, only one reference per contract is allowed.

**2.3 Subcontractors to be used:** Proposers are to provide a narrative regarding those services, if any, that are planned to be subcontracted. Included in the narrative is to be the Proposer's plan to meet the MBE subcontracting goal of 5% that is to be performed by Maryland State Certified Minority Business Enterprises. Provide names and brief qualification statements of proposed subcontractors, including, but not limited to proposed Maryland State Certified Minority Business Enterprises (MBE's)

**2.4 Proposer's Philosophy, Culture and Approach:**

UMUC is seeking Service Desk partners who will contribute both strategically and tactically to the UMUC IT Office's ongoing initiatives. Teamwork and collaboration will be important to UMUC. UMUC seeks to be at the forefront of transforming higher education, and is seeking partners who enthusiastically share the vision and will demonstrate it in high quality work on an 'as needed' project engagement basis.

Provide a narrative that:

- Addresses how your firm plans to partner strategically and tactically with UMUC;
- Describes your firm's philosophy and culture; and,
- Describes how your firm aligns its philosophy and culture with a client's philosophy, culture, vision and strategies

The narrative should explain how the firm plans to provide the required services throughout the term of the contract.

**2.5 Recommendations for structure of Price Proposal:** Without providing a quote for the cost of the UMUC Service Center, Contractors are to provide two (2) recommended options for pricing the UMUC Service Center (such as, per transaction; per agent assigned; fixed monthly cost, etc.) The rationale for these recommendations is to be provided including the pros and cons from the Contractor's and Owner's perspectives.

**2.6 Acknowledgement of Review of UMUC Sample Master Contract:** Per Section I, Paragraph 8, the Proposer is to warrant that they have reviewed Appendix D and will execute such a contract upon request by UMUC, as may be negotiated (form found in Appendix B). Any exceptions to the UMUC Sample Contract are to be provided in the Technical Proposal 2. Proposer is to also acknowledge that UMUC is under no obligation to accept such requested exceptions and, as a result of such exceptions, may elect to find the Proposer not susceptible of the award(s) of the Contract(s). (Note: As the procurement progresses, the Sample Contract may be revised. If this occurs, it is the intent of UMUC to issue the final version of the Sample Contract via Addendum to all shortlisted Proposers prior to the due date for the Second Technical Proposals.)

**2.7 Acknowledgement of Receipt of Addendum (if any):**

If any addenda to the RFP documents are issued prior to the due date and time for Technical Proposals-2, this form (found in Appendix B) is to be completed, signed, and included in the Proposer's Technical Proposal-2.

**2.8 Third Party Security Assessment Questionnaire:** Proposers are to complete in its entirety the Third Party Security Assessment Questionnaire found in Appendix B. This completed questionnaire is to be included as an appendix in the Proposer's Tech Proposal -2.

**2.9 Technical Proposal-2's are to include a a) transmittal letter, and, b) must be signed by an appropriate official of the firm.** Refer to Section III, Article 1, for information regarding these items. Proposers may submit the Tech Proposal-2 electronically by the closing time and date specified in the Solicitation Schedule or in a subsequent addendum to the Solicitation. The second technical proposal is limited to 85 pages not including the transmittal letter, resumes, Acknowledgment of Receipt of Addendum, Acknowledgement of Review of UMUC Sample Master Contract, Recommendations for Structure of Price Proposal, Third Party Security Assessment Questionnaire, or the Staffing Matrix. Late submittals cannot be accepted.

**3. Evaluation of the Second Phase Technical Proposals**

**3.1** Following the receipt of the Second Phase Technical Proposals, UMUC will conduct a second technical evaluation and may, at its sole discretion, further shortlist. All Tech Proposals-2 received from the shortlisted Proposers will be reviewed and evaluated by the UMUC Evaluation and Selection Committee ("the Committee"). (Refer to RFP, Section III, Article 1, Paragraph 4.1.) If no Tech Proposal-2 is received by UMUC, the Proposer will not be considered further for the award.

**3.2** As with the initial phase of the procurement, the intent of this second phase, is to provide shortlisted Service Center Providers an opportunity to further present their qualifications and experience to providing the scope of services in relation to the needs of UMUC. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, organizational culture, working style and communications style fit with the University's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

**3.3. Qualifying Proposals-2**

The Proposer must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Technical Proposals-2 cannot be modified, supplemented, cured, or changed in any way after the due date and time for Technical Proposals-2, unless specifically requested by the University.

### **3.4 Second Technical Evaluation**

3.4.1 Following the review/evaluation of the Tech Proposals-2, the Committee shall conduct its evaluation of the technical merit of the proposals based on the Initial Technical Proposal and the Tech Proposal-2 in accordance with the evaluation criteria. In the Second Technical Evaluation all categories will be re-evaluated.

The order of importance of the technical evaluation criteria will be:

1. Organization of the team, Staffing and Management Plan and qualifications of the proposed staff
2. Service Center Methodologies and Processes
3. Past Experience on similar and relevant quality assurance contracts/projects
4. Firm's Profile in providing Service Center Services
5. Company Philosophy, Culture and Approach

3.4.2 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. As the procurement progresses and as results of the technical evaluation are determined by UMUC, all proposers will be notified as to the results of the technical evaluation of his/her firm's technical proposal.

3.4.3 Once a further shortlist of proposals is established, the University will proceed to the Oral Presentation/Discussion Sessions.

END OF SECTION III, ARTICLE 2

**SECTION III  
PROCUREMENT PHASES AND EVALUATION PROCESS  
ARTICLE 3  
ORAL PRESENTATIONS/FINAL TECHNICAL EVALUATION**

1. **Oral Presentation/Discussion Sessions**

1.1 **Only** those Proposers who are shortlisted following the second technical evaluation shall be offered the opportunity to participate in the **Oral Presentation/Discussion Sessions** (“Discussion Sessions”). UMUC intends to invite these shortlisted Proposers, at no cost to the University, to attend these Discussion Sessions which will be held at the convenience of UMUC. The short listed firms will make a presentation of their proposal to convey their capabilities and expertise in Service Center Services offered by the Proposer as a further consideration in the selection process.

The date and time of the Discussion Sessions will be set by the University upon completion of the initial technical evaluation, however, these sessions are anticipated to be held per the Solicitation Schedule. **Proposers are advised to set this(ese) date(s) aside in its(their) entirety on the Account /Client Relationship Representative’s, Managing Executive’s, Program Director’s, Transition Manager’s, IT Service Center Manager, and Student Services Service Center Manager calendars accordingly to avoid any conflicts. The actual time on this date will be scheduled with the applicable Proposers at the convenience of UMUC at its sole discretion. Due to scheduling logistics, Proposers will not be able to select a date or time for these sessions.**

The purposes of the Discussion Sessions are as follows:

- to allow the University to meet the proposed Key Personnel, , as well as other key people, and to allow these key people to convey their expertise and applicable service center experience; these Key People should actively participate in the Discussion Session so that their service center expertise to achieve UMUC’s scope and objectives is demonstrated;
- to allow the Proposer an opportunity to present its proposed services and methodologies as well as staffing **specifically for UMUC’s contract** in more detail to convey both the firm’s and the Key People’s expertise and experience in service center services;
- to discuss/clarify any and all aspects of the Proposal; and,
- to provide an opportunity to clarify the scope of services for this contract including a discussion, if time permits, on the structure of the fee proposal.

**At this time, each Proposer will be required to have present in person the proposed Account/Client Relationship Representative, Managing Executive, Program Director, Transition Manager, IT Service Center Manager, and Student Services Service Center Manager (at a minimum) who will be responsible for the provision of services as indicated in the Proposer's technical proposal.** Other people who may be responsible for the provision of services as indicated in the Proposer’s technical proposal are welcome to attend.

The Discussion Session forums will be informal as the University is **not** interested in solely a sales presentation; rather, the University is requesting a discussion session with each of the shortlisted firms that allows ample time for the University and the Proposing Firm to ask questions and discuss issues/concerns related to the scope of the contract and the firm's capabilities/qualifications. It is expected that the proposed Key People actively participate in the Discussion Session. The Discussion Session should not be dominated by executives and/or business development/sales staff.

## **2. Final Technical Evaluation**

2.1 Following the Oral Presentation/Discussion Sessions, the Committee shall again conduct its evaluation of the technical merit of the proposals based on the Initial Technical Proposal, the Tech Proposal-2, and the Oral Presentation/Discussion Sessions in accordance with the evaluation criteria. In the Final Technical Evaluation all categories will again be re-evaluated.

The order of importance of the technical evaluation criteria will be:

1. Organization of the team, Staffing and Management Plan and qualifications of the proposed staff, including references of the Key Personnel
2. Service Center Methodologies and Processes
3. Past Experience on similar and relevant quality assurance contracts/projects/Firm References
4. Firm's Profile in providing Service Center Services
5. Company Philosophy, Culture and Approach

2.2 UMUC intends, but is not required to do so, incorporate references of the Firm and/or the proposed Key People during the Final Technical Evaluation, however, UMUC reserves the right to further shortlist or to progress to the Price Proposal Phase prior to checking and/or incorporating such references if deemed in its best interest. (Checking of references, if any, of the Firms and/or its proposed Key Personnel is solely at UMUC's option.)

2.3 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. As the procurement progresses and as results of the technical evaluation are determined by UMUC, all proposers will be notified as to whether or not his/her firm's technical proposal remains shortlisted.

2.4 Once a final shortlist of proposals is established, the University will rank the technical proposals from highest to lowest.

END OF SECTION III, ARTICLE 3

**SECTION III  
PROCUREMENT PHASES AND EVALUATION PROCESS**

**ARTICLE 4  
PRICE PROPOSALS/PRICE EVALUATION**

**1. Price Proposal**

**1.1** Only the final shortlisted firms following the technical evaluation will be requested to submit a Price Proposal. Refer to the Solicitation Schedule for the anticipated due date and time for **Price Proposals**. Details regarding the Price Proposal submittal will be provided in a written addendum issued to the final shortlisted firms.

It is the intent of the University that the Price Proposal will consist of **quoting a fixed monthly fee for the proposed base staffing level as well as hourly rates for additional staff resources that may be needed throughout the term(s) of the contract**. Quotes for 8/1/2015 to 6/30/2016; 7/1/2016 to 6/30/2017; 7/1/2017 to 6/30/2018; 7/1/2018 to 6/30/2019; and 7/1/2019 to 6/30/2020 of the Initial Term are to be provided. (See 1.4 below regarding subsequent allowed increases for Renewal Terms, if any.)

**1.2 Reimbursables:** There are no reimbursables associated with this contract. For any services done under the resulting Contracts, all expenses, including domestic travel, are to be included in the firm's monthly fee and/or unit prices.

**1.3** Discussions may be held, at the discretion of UMUC, with each of the applicable Consultants and the Price Evaluation Committee if deemed in UMUC's best interest.

**1.4** For the period any Renewal Term(s), if any are exercised by UMUC, Contractor may request a price increase, if any, by February 1<sup>st</sup> of each calendar year. Any price increase request not received by that date may not be considered by UMUC and pricing in the subsequent fiscal year 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 June 30, 2020, the price index for twelve-month period ending December 2019 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 to any Renewal Term(s). 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 July 1st of each Renewal Term(s) and be effective for a minimum of twelve (12) months.

2. **Price Proposal Evaluation:**

Price Proposals will be evaluated based on the cumulative total quoted fixed monthly fees for the Initial Term. The University may elect to request Best & Final Price Proposal(s).

The University will establish a financial ranking of the proposals from lowest to highest total offers.

END OF SECTION III, ARTICLE 4



**SECTION III  
PROCUREMENT PHASES AND EVALUATION PROCESS**

**ARTICLE 5  
FINAL EVALUATION/RANKING AND SELECTION**

1. **Discussions.**

The University reserves the right to recommend an Offeror(s) for contract award based upon the Offeror's technical proposal [Initial Technical Proposal, Tech Proposal-2, and Discussion Session] and price proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

2. **Best and Final Offers.**

When in the best interest of the University and the State, the Committee may recommend and the Procurement Officer may permit qualified Offerors to revise their proposals by submitting "Best and Final" offers.

3. **Final Ranking and Selection**

Following evaluation of the technical proposals and the price proposals, 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 responsible Offeror(s) whose proposal(s) is(are) determined to be the most advantageous to the University and the State of Maryland based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will have a greater weight than financial in the final ranking.

Award may be made to the proposal with a higher technical ranking even if its cost proposal is not the lowest. The decision of the award of the contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Contractor that provides the best overall value to the University.

The University may select one or more Contractors to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The University reserves the right to make an award with or without negotiations.

END OF SECTION III, ARTICLE 5

END OF SECTION III

**APPENDIX A**  
**INITIAL TECHNICAL PROPOSAL FORMS**

- 1. Sample Transmittal Letter**
- 2. Bid/Proposal Affidavit**
- 3. Acknowledgement of Receipt of Addenda Form**
- 4. MBE Attachment M1-A – This form MUST be provided or the Proposal will be deemed not susceptible of the award; this is non-curable.**

**TRANSMITTAL LETTER - TECHNICAL PROPOSAL**  
RFP 91250 – UMUC Service Center Services

PROPOSER: \_\_\_\_\_  
Federal Identification Number/Social Security Number: \_\_\_\_\_  
Address: \_\_\_\_\_

DATE \_\_\_\_\_

The undersigned hereby submits the Initial Technical Proposal as set forth in RFP #91250 dated February 20, 2015.

We confirm that this Technical Proposal is based on the Requirements per the RFP and any subsequent addenda.

In accordance with Section III, Proposal Requirements, Article 1, we are enclosing the following in our Technical Proposal:

1. Team Organization of the Proposer
2. Evidence of a minimum of Three (3) similar/relevant Call Centers/Help Desks
3. Experience with Higher Education, UMUC and/or USM
4. Physical Location of the IT Service Center Facility and future Student Services Desk
5. Description of Firm's relevant qualifications
6. Resumes of Account/Client Relationship Representative and Executive Manager
7. Bid/Proposal Affidavit (completed)
8. Acknowledgement of Receipt of Addenda form
9. MBE Attachment M1-A (This must be included in the Initial Technical Proposal or UMUC shall declare our proposal not-susceptible of the award. This is NON-CURABLE.)

**Authorized Signature to bind firm to Offer:**

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contact name and information for Proposal contents:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
email: \_\_\_\_\_  
Direct dial phone number \_\_\_\_\_  
Extension number (if applicable) \_\_\_\_\_

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

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

**B. NOT USED**

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (applicable if an MBE goal is set)**

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)–(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

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

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

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

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

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;
- (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

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

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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**G. SUB-CONTRACT AFFIRMATION**

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

**H. AFFIRMATION REGARDING COLLUSION**

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

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

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

**I. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

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

**K. DRUG AND ALCOHOL-FREE WORKPLACE**

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs and alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace,
    - (ii) The business' policy of maintaining a drug and alcohol-free workplace,
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

#### L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

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

(If not applicable, so state.)

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

#### M. CONTINGENT FEES

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

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

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

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

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

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

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

**O. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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**P. ACKNOWLEDGMENT**

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

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

FEIN No: \_\_\_\_\_



**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** 91250

**INITIAL TECHNICAL PROPOSAL DUE DATE:** **March 9, 2015 on or before  
5:00 pm EDT.**

**RFP FOR:** UMUC SERVICE CENTER SERVICES

**NAME OF PROPOSER:** \_\_\_\_\_

**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 _

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

END OF FORM

**MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT FORM M1-A**

**This MBE Utilization and Fair Solicitation Affidavit must be included with the Technical Proposal. If the bidder/offeree fails to accurately complete and submit this Affidavit with the Technical Proposal as required, the Procurement Officer 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. 91250, I affirm the following:

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

I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of **5 percent** and, if specified in the solicitation, the following subgoals:

Total African American MBE Participation:	_____0_____%
Total Asian American MBE Participation:	_____0_____%
Total Hispanic American MBE Participation:	_____0_____%

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

**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. Within 10 Working days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit the completed Good Faith Efforts Documentation to Support Waiver Request (Attachment M-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

1A. I understand that if my firm is shortlisted and requested to submit a Price Proposal, then I am required to submit the Form M1-B MBE Participation Schedule with the Price Proposal.

**2. 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 business 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 M-2);
- (b) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments M-3A and 3B);
- (c) Any other documentation, including 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.

**3. 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.

**[CONTINUED ON NEXT PAGE]**

**I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE MBE Utilization & Fair Solicitation Affidavit and that the information included in the Schedule 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 PROPOSAL**

**APPENDIX B**  
**TECHNICAL PROPOSAL 2 FORMS**

**TRANSMITTAL LETTER - TECHNICAL PROPOSAL - 2**  
RFP 91250 – UMUC Service Center Services

PROPOSER: \_\_\_\_\_  
Federal Identification Number/Social Security Number: \_\_\_\_\_  
Address: \_\_\_\_\_

DATE \_\_\_\_\_

The undersigned hereby submits the Second Phase Technical Proposal (Tech Proposal – 2) as set forth in Addendum \_\_\_ to RFP #91250 dated February 20, 2015.

We confirm that this Second Phase Technical Proposal is based on the Requirements per the RFP and any subsequent addenda.

In accordance with Section III, Proposal Requirements, Article 2, we are enclosing the following in our Technical Proposal:

1. Providing the Services/Staffing Resources
2. Structure of Contractor’s Employee’s Compensation
3. Schedule and level of effort
4. Key Personnel’s Qualifications
5. Firm References
6. Subcontractors to be used
7. Proposer’s Philosophy, Culture and Approach
8. Recommendation for the Price Structure
9. Third Party Security Assessment Questionnaire
10. Acknowledgement of Review of UMUC Sample Master Contract
11. Acknowledgement of Receipt of Addenda form

We confirm that in the event we are shortlisted for this procurement, our proposed Account/Client Relationship Representative, Managing Executive, Program Director, Transition Manager, IT Service Center Manager, and Student Services Service Center Manager are available to attend a discussion session on either Monday, April 27, 2015 or Tuesday, April 28, 2015. We understand that these will be scheduled at the convenience of UMUC and that we will not be able to choose a time or date.

**Authorized Signature to bind firm to Offer:**

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contact name and information for  
Tech Proposal 2 contents:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
email: \_\_\_\_\_  
Direct dial phone number \_\_\_\_\_  
Extension number (if applicable) \_\_\_\_\_

**UMUC Service Center Services - RFP 91250  
Staffing Matrix for Effort for Roll Out/Transition  
(No Cost is to be included)**

Proposer: \_\_\_\_\_

<b>Name (If unknown, please put TBD)</b>  <b>**If subcontractor, please note.</b>	<b>1. Name (if known) (provide complete resume) OR</b> <b>2. if to be filled with in house resources, provide sample resumes; OR</b> <b>3. if to be hired, put 'X' and provide job descriptions</b>	<b>Job Title (i.e. Company title)</b>	<b>Number of Staff in this Job Title</b>	<b>Projected Hours dedicated to roll out/transition of UMUC Service Center</b>
Executive Management				
Account Management				
Transition Manager				
IT Service Desk Manager				
Student Services Service Delivery Manager				
Team/Shift Leaders				
Level 1 Support Staff				
Trainer				
Technical Staff				
QA Specialist				
Other*:				
Other*:				
Other*:				
Other*:				

\*The Proposer is to list other positions/subcontractors, if any, or other tasks not included in the estimated hours above.  
**\*\* Subcontractors: If a Proposing firm will be utilizing subcontractors for any services, this should be indicated by the name of the subcontractor (if known); otherwise by saying "Subcontractor TBD".**

**UMUC Service Center Services - RFP 91250**  
**Staffing Matrix for Normal Operations of 24/7 IT Service Center**  
**(no-start up hours are to be included; no costs are to be included)**

Proposer: \_\_\_\_\_

<b>Name (If unknown, please put TBD)</b>  <b>**If subcontractor, please note.</b>	<b>1. Name (if known) (provide complete resume) OR</b> <b>2. if to be filled with in house resources, provide sample resumes; OR</b> <b>3. if to be hired, put 'X' and provide job descriptions</b>	<b>Job Title (ie Company Title)</b>	<b>Number of Staff in this Job Title</b>	<b>Projected Hours dedicated to UMUC Service Center</b>
Executive Management*				
Account Management*				
IT Service Desk Manager				
Team/Shift Leaders				
Level 1 Support Staff				
Trainer				
Technical Staff				
Other***:				
Other***:				
Other***:				
Other***:				

\*If Executive Management and Account Management are the same as for the Student Accounts Service Desk, these people must be listed only one time.  
 \*\* Subcontractors: If a Proposing firm will be utilizing subcontractors for any services, this should be indicated by the name of the subcontractor (if known); otherwise by saying "Subcontractor TBD".  
 \*\*\*The Proposer is to list other positions/subcontractors, if any, or other tasks not included in the estimated hours above.

**UMUC Service Center Services - RFP 91250**  
**Staffing Matrix for Normal Operations of *Student Services Service Center***  
**(no-start up hours are to be included; no costs are to be included)**

**Proposer:** \_\_\_\_\_

Name (If unknown, please put TBD)  **If subcontractor, please note.	1. Name (if known) (provide complete resume) OR 2. if to be filled with in house resources, provide sample resumes; OR 3. if to be hired, put 'X' and provide job descriptions	Job Title	Number of Staff in this Job Title	Projected Hours dedicated to of UMUC Help Desks
Executive Management*				
Account Management*				
Student Services Service Center Manager				
Team/Shift Leaders				
Level 1 Support Staff				
Trainer				
Technical Staff				
Workforce Analyst				
Reporting Specialist				
Quality Assurance Analyst				
Knowledgebase Specialist				
HR Specialist and Recruiter				
Training and QA Manager				

**\*If Executive Management and Account Management are the same as for the IT Service Desk, these people must be listed only one time.**

**\*\* Subcontractors:** If a Proposing firm will be utilizing subcontractors for any services, this should be indicated by the name of the subcontractor (if known); otherwise by saying “Subcontractor TBD”.

**\*\*\*The Proposer is to list other positions/subcontractors, if any, or other tasks not included in the estimated hours above.**



**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**  
**SECOND TECHNICAL PROPOSAL**

**RFP NO.:** 91250

**SECOOND TECHNICAL PROPOSAL DUE DATE:** April 14, 2015 on or before  
11:59 pm EDT.

**RFP FOR:** UMUC SERVICE CENTER SERVICES

**NAME OF PROPOSER:** \_\_\_\_\_

**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 _

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

END OF FORM

**ACKNOWLEDGEMENT/WARRANT OF REVIEW OF  
UMUC SAMPLE MASTER CONTRACT  
RFP 91250 – UMUC Service Center**

PROPOSER: \_\_\_\_\_

Federal Identification Number/Social Security Number: \_\_\_\_\_

Proposer's Address: \_\_\_\_\_

DATE \_\_\_\_\_

Per Section I, Paragraph 8 of the Solicitation, the undersigned hereby warrants that they have reviewed the UMUC Sample Master Contract in Appendix D of the Solicitation (or if applicable, issued with Addendum \_\_\_ of the Solicitation). The undersigned further warrants that they will execute such a contract upon request by UMUC, as may be negotiated. Any exceptions to the UMUC Sample Contract must be provided in the Technical Proposal 2. Proposer also acknowledges that UMUC is under no obligation to accept such requested exceptions and, as a result of such exceptions, may elect to find the Proposer not susceptible of the award(s) of the Contract(s).

**Authorized Signature to bind firm to Offer:**

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

Signature: \_\_\_\_\_

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

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

**Contact name and information for  
Proposal contents:**

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

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

email: \_\_\_\_\_

Direct dial phone number \_\_\_\_\_

Extension number (if applicable) \_\_\_\_\_

**APPENDIX C**

**PRICE PROPOSAL FORMS**

**Living Wage Affidavit**

**MBE Attachment M1-B**

**(The request for Price Proposals and/or Form, if any, will be developed as the procurement progresses and will be issued via addendum to the final shortlisted firms; Only the Living Wage Affidavit and the MBE Attachment M1-B are issued with the Solicitation.)**

AFFIDAVIT OF AGREEMENT  
**Maryland Living Wage Requirements-Service Contracts**

Contract No. \_\_\_\_91250 – Service Center Services \_\_\_\_\_

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.

B. \_\_\_\_\_ (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

**MBE SCHEDULE FORM M1-B**

**This MBE Schedule must be included with the Price Proposal. If the bidder/offeror fails to accurately complete and submit this Schedule with the Price Proposal as required, the Procurement Officer shall determine that the proposal is not reasonably susceptible of being selected for award. This is non-curable.**

**MBE Participation Schedule**

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount 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 are performing work activities for which they are MDOT certified.

Prime Contractor	Project Description	Project/Contract Number

**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 )**

MBE Prime Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.)  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	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): _____%  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): _____%  Description of the Work to be performed with MBE prime's own forces: _____ _____ _____
---	--

**SECTION B: For all Contractors (including MBE Primes in a Joint Venture)**

MBE Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____
---	---

MBE Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____

CONTINUE ON SEPARATE PAGE IF NEEDED

**Total MBE Participation:** \_\_\_\_\_ %

**Total SubGoal Participation:**

Total African American MBE Participation:	_____ %
Total Asian American MBE Participation:	_____ %
Total Hispanic American MBE Participation:	_____ %
Total Women-Owned MBE Participation:	_____ %

**I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE Schedule and that the information included in the Schedule 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 PRICE PROPOSAL**

**APPENDIX D**

**Contract Forms**

**Professional Services Contract**

**Contract Affidavit**

**Employee Confidentiality Agreement**

**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE  
CONTRACT #91250**

**IT SERVICE CENTERS SERVICES**

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

**CONTRACTOR:**

Federal Employer ID: \_\_\_\_\_  
Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Fax: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

UMUC Ordering Office:  
Contract Coordinator:  
Coordinator Phone:  
Coordinator Fax:  
Coordinator Email:

UMUC Procurement Officer  
(ie Contract Manager): Valerie Rolandelli  
Phone Number: 301-985-7895  
E-mail address: valerie.rolandelli@umuc.edu



**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 91250) on February 20, 2015, or, absent a solicitation document, requested in writing, as amended from time to time (the "Solicitation"), to solicit a provider of comprehensive IT and Student Services service center 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 comprehensive, global, 24x7 IT (technology and applications) and Student Services service center services (the "Services") 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 The Solicitation #91250 and all amendments to the solicitation,
  - o Contractor's Technical Proposal dated \_\_\_\_\_ as to Sections \_\_\_ only and Price Proposal dated \_\_\_\_\_;
- 1.3 This Contract shall be in effect from (award date), 201\_\_ through June 30, 201\_\_ unless otherwise extended, expired or terminated pursuant to this Contract. Thereafter the Contract may be extended month by month, or annually, for time only ("Renewal Terms") at UMUC's sole option. There is no guarantee of any dollar amount or quantity IT quality assurance services under this Contract.

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

### 2. PROFESSIONAL SERVICES

- 2.1 The Contractor shall perform the Services as described in the Solicitation and in this Agreement. Services shall be performed in accordance with the required schedule. The Contractor shall perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Services.
- 2.2 The maximum fees for the Contractor's professional services will be in accordance with its Price Proposal dated \_\_\_\_\_, 201\_\_.

- 2.3 The UMUC Office of \_\_\_\_\_ will designate a staff member to act as coordinator (“Contract Coordinator”) between UMUC and the Contractor. Throughout the period of the Services, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Contract Coordinator and also to any other UMUC personnel designated by the Contract Coordinator. Direct contact or communication by the Contractor with other UMUC offices or any other entity concerning the Services shall be made only with the prior knowledge and concurrence of the Contract Coordinator.
- 2.4 The professional services team (i.e. Key Personnel) for the Services shall be the same team identified in the Contractor's submittal responding to UMUC's solicitation. No substitutions of Key Personnel shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or resignation, or as otherwise approved by the Procurement Officer. In any of these events, the Contractor shall promptly notify the Procurement Officer in writing. To the extent practicable, the request to substitute a Key Personnel member shall be made at least fifteen (15) business days in advance of the proposed substitution and shall contain the information required below. The Procurement Officer must agree to the substitution in writing before such substitution shall become effective.

All proposed substitutions of Key Personnel shall have qualifications at least equal or better to that of the person initially proposed by the Contractor and evaluated and accepted by MHBE. The burden of illustrating this comparison shall be the Contractor's. If one or more of the Key Personnel are unavailable for work under this Contract for a continuous period exceeding fifteen (15) calendar days, the Contractor shall immediately notify Procurement Officer and propose to replace personnel with personnel of equal or better qualifications within fifteen (15) calendar days of notification. All requests for substitutions shall include a detailed explanation of the circumstances necessitating the proposed substitutions, a resume(s) of proposed substitute(s), and any other information requested by the Procurement Officer to make a determination as to the appropriateness of the proposed substitution (“the Selection Process”). As part of the Selection Process, UMUC, at its sole discretion, may interview the proposed substitute(s) as well as check references of other clients where the substitute(s) was (were) assigned.

The University may, at its sole discretion request a change of Contractor's personnel or a change of any subcontractor's personnel (Key or otherwise) if deemed to be in the best interest of the University. If such a request is made, Contractor is to a) remove the person from the University within the time frame specified by the University; b) replace the person with a suitable replacement on a temporary basis within five (5) days; and, c) work diligently in accordance with the Selection Process to find a suitable permanent replacement with similar experience and skills in a timely manner, but no later than thirty (30) days from the removal date of the original staff person. All assignments are subject to written approval via a Contract Amendment.

The Contractor's on-site representatives shall manage the Work of its own staff and coordinate the Work with the activities and responsibilities of the University to complete the Work in accordance with the University's objectives to the University's satisfaction. The Contractor shall establish on-site organization and lines of authority in order to carry out the overall plans of the engagement. The Contractor's onsite manager will take his/her direction from UMUC's designated manager.

- 2.5 The professional services team will be required to work a regular schedule as set forth in Section II, Scope of Work of the Solicitation, and will follow the University's holiday calendar. Assigned staff may also be required to work off hours. Any changes to the work schedule shall be requested in writing and shall require approval in writing in advance by UMUC. UMUC and Contractor will meet regularly to determine if the workload is exceeding the capacity of the assigned staff size and work will be prioritized to fit within the planned capacity. Requests and need for support over and above the planned capacity shall require approval by UMUC. Limited on-site work may be planned for weekend or holiday periods and will be coordinated with the Contractor's lead consultant.
- 2.6 Contractor's staff, onsite at UMUC or in remote call center locations, must sign a UMUC Confidentiality Agreement to be provided by UMUC to Contractor. On-site Contractor's staff shall comply with UMUC policies and procedures.
- 2.7 Major changes in Contractor's organization, such as changes of control or ownership, shall be reported to UMUC in writing no later than fourteen (14) business days following their occurrence. Changes in Contractor organization and/or staffing assigned to or supporting UMUC shall be reported to UMUC in writing no later than three (3) business days following their occurrence.
- 2.8 Contractor acknowledges and agrees that time is of the essence as to the production and delivery of all Services hereunder.
- 2.9 Contractor assures UMUC that it shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) as well as all applicable federal and state laws and regulations, guidelines and interpretations issued thereto.
- 2.10 The University shall be the principal reviewer and final decision-making authority for the engagement. In the event of any disagreement or dispute between any members of the Contractor's staff teams and the University as regarding the Agreement, the Disputes process per Section 10.10 of this Agreement may be initiated.
- 2.11 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.

All invoices must contain the following information: state "Invoice" on the bill; reference the Solicitation number and date; type of billing (i.e., hourly, monthly fee, the Deliverable,

payment number); the Federal Employer's ID Number; and additional information as may be specifically required elsewhere in the Solicitation or this Agreement.

Invoices will be sent electronically to [accountspayable@umuc.edu](mailto:accountspayable@umuc.edu). The address invoices directed to UMUC is:

UMUC  
Accounts Payable  
ADMIN 4<sup>th</sup> Floor  
3501 University Blvd. East.  
Adelphi, MD 20783

Note: There should not be an "Attention to" name of a UMUC staff person stated on the invoice.

- 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 University data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, irrespective of cost to Contractor, to the extent possible, in the manner and on the schedule set by the Contract Monitor. The Contractor shall establish commercially reasonable measures such that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) intentionally damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

## 5. REPRESENTATIONS AND WARRANTIES

5.1 Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

5.2 Compliance with Laws Contractor hereby represents and warrants that:

A. 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;

B. 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 Agreement;

C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

E. Contractor warrants that it is PCI DSS Compliant.

5.3. Software Warranty Contractor hereby Warrants and Represents

A. That it shall perform all of the Work in a professional manner in accordance with industry standards for software development and related services, and that the software development and related services will conform to the specifications in the Agreement.

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

C. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.

D. Contractor has used industry standards for vulnerability testing and software quality code reviews to ensure that software is free of any and all "time bombs," computer viruses, copy protect mechanisms or any disclosed or undisclosed features which may disable Contractor software or render it incapable of operation (whether after a certain time, after transfer to another central processing unit, or otherwise).

E. If hosted services, the Contractor hereby warrants and represents the Contractor warrants that it has used industry standards for vulnerability testing and software quality code reviews to ensure that computer software purchases, as delivered, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of the conditions, or manually on the command of the Contractor.

## F. SECURITY

F.1 Contractor shall endorse UMUC's requirement to adhere to the University System of Maryland's (USM) IT Security Standards (<http://www.usmd.edu/usm/adminfinance/itcc/ITSecResource.html>). UMUC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:

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

F.2 The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.

F.3 Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.

F.4 Report any confirmed or suspected breach of University data to UMUC's Computer Incident Response Team (CIRT) within one hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of University data shall be reported to UMUC CIRT within 12 hours of discovery or detection.

F.5 Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.

F.6 Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

F.7 On an annual basis, Contractor shall obtain Service Organization Control (SOC) 1, 2 or 3 reports, and/or a Statement on Standards for Attestation Engagements (SSAE) No. 16 report (the "Reports") for all facilities from which the Services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without the University being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as UMUC's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of UMUC.

F.8 UMUC or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of UMUC data. Audits will be at UMUC's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of UMUC or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, UMUC has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data

## **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.
- 6.3 The University grants to Contractor a royalty-free, non-exclusive, non-transferable, revocable license to use the University's name, logos, and other identifying symbols for the limited purposes of this Contract, provided Contractor is acting in accordance with instructions provided by the University. Such use will be in accordance with the approved University's Identity Guide provided to the Contractor by UMUC.

## **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 6I 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.
- 7.11 All employees of the Contractor assigned to UMUC will be required to sign a confidentiality agreement (See Appendix B.)

## **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.
- 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 the Services are performed. Upon request, Contractor shall provide the University with evidence of such insurance.
- 9.2 In addition to its obligations under 6.2, 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 in cooperation with the State of Maryland Attorney General's Office 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.

- 10.5.3 Minority Business Enterprise Sub-contracting Goal and Associated Liquidated Damages. UMUC has established a Minority Business Enterprise (MBE) subcontracting goal of 10% of the total cumulative contract dollar amount under RFP 91250 for the Initial Term and all Renewal Terms of the Contract. Refer to Appendix M of RFP 91250 for requirements of the MBE Program. For ease of references this Appendix is attached to this Contract as Exhibit C. **Liquidated Damages.** This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision. Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$25.00 per day until the monthly report is submitted as required.
  - b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$ 100 per MBE subcontractor.
  - c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
  - d. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
  - e. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: \$100 per day until the undisputed amount due to the MBE subcontractor is paid.
- Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.
- 10.6. Maryland Law Prevails. The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.
- 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  
Strategic Contracting Office – ADMIN 2344  
Attn: Valerie Rolandelli  
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, 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 federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 10.19.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- 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 may 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 \$1,000,000 products/completed operation

Not less than \$1,000,000 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

Limits of insurance may be achieved either singularly or by combination of applicable coverages.

10.23.2 The Contractor shall provide to the Procurement Officer a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter. All insurance certificates provided to the University for general and/or excess liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University as an additionally 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 guest 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.

(Signatures to be placed on following page)

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: \_\_\_\_\_

Contract approved at the Board of Regents on \_\_\_\_\_

Contract approved at the Board of Public Works on \_\_\_\_\_, Item \_\_\_\_\_

**APPENDIX A  
CONTRACT AFFIDAVIT**

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

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

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

**C. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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



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

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C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

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

Appendix B  
University of Maryland University College  
**Confidentiality of Institutional Data**

As an employee of the \_\_\_\_\_ (“\_\_\_\_\_”) assigned to UMUC, you are regularly in possession of information about the University of Maryland University College (the “University”), its internal operations, its students and employees. The information that you will have as a result of access to University systems in connection with your assigned duties is part of the overall information before you as a member the University community. However the information that you will obtain through accessing the University’s information systems includes human resources/payroll, financial and/or student information (collectively referred to herein as “Institutional Information”) and is highly sensitive to the University. Therefore, given the nature of this information, this statement represents a good opportunity to review and acknowledge your existing obligation as a member of the University community to protect from disclosure and unauthorized use the Institutional Information, that is or was learned, developed, conceived or prepared by the University or you in the scope of your assignment at the University.

You acknowledge that, as a \_\_\_\_\_ employee assigned to UMUC, you will maintain in strictest confidence and not disclose or use, either within the University or to third parties (other than \_\_\_\_\_), either during or after your term of employment, any Institutional Information, whether or not in written form, except as authorized by the University, and then only to the extent required to perform duties on behalf of the University. Additionally, you acknowledge that you are not authorized to share system passwords with anyone. Any information or Institutional Information obtained from these systems is or may be protected by various privacy laws and shall not be used or disclosed for any purpose other than as a part of your assigned duties. Misuse or abuse of this access privilege is a serious matter, which may constitute a violation of applicable federal and/or state statutes.

You acknowledge that upon termination of your assignment or at any time upon the University’s request, you will promptly deliver to the University without retaining copies, all documents and materials furnished to you by the University or prepared by you for the University that incorporates Institutional Information.

Violations of this confidentiality could result in penalties, up to and including termination of your assignment to UMUC and/or reporting to criminal authorities for prosecution.

By signing this form, you acknowledge that you have read the statement and that you understand your obligation as employee to maintain the confidentiality of any and all University data, including but not limited to the Institutional Information and that you understand the associated penalties. This signed Confidentiality Statement will be maintained by the University.

**Acknowledged:  
Employee’s Signature:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

*APPENDIX M*

*MINORITY BUSINESS ENTERPRISE INFORMATION*

# MBE ATTACHMENTS M-1A AND M-1B: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

## INSTRUCTIONS

### PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit (Form M-1A) which must be submitted with the Technical Proposal and and MBE Participation Schedule (Form M-1B) which must be submitted with the Price Proposal. If the bidder/offeror fails to accurately complete and submit the Affidavit and/or the Schedule as required, the Procurement Officer 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 any/all of 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 entities 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.
4. Please refer to the MDOT MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) 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, please visit [www.naics.com](http://www.naics.com). 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. **WARNING:** 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. **NOTE: New 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 forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and 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 list its firm in Section 4A of 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 subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that 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. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.
7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, 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.
8. 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](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.
9. **Worksheet:** The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation

Affidavit (Attachment M-1A) or the proposal determined to be not susceptible of being selected for award. (See waiver instructions/documents/forms in Appendix M-W.)

10. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

**Subgoals (if applicable)**

Total African American MBE Participation:	_____n/a_____%
Total Asian American MBE Participation:	_____n/a_____%
Total Hispanic American MBE Participation:	_____n/a_____%
Total Women-Owned MBE Participation:	_____n/a_____%

**Overall Goal**

Total MBE Participation (include all categories):	_____5_____%
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**MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT FORM M1-A**

**This MBE Utilization and Fair Solicitation Affidavit must be included with the Technical Proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit with the Technical Proposal as required, the Procurement Officer shall determine that the proposal is not reasonably susceptible of being selected for award.**

In connection with the bid/proposal submitted in response to Solicitation No. 91250, I affirm the following:

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

I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of **5 percent** and, if specified in the solicitation, the following subgoals:

Total African American MBE Participation: \_\_\_\_\_ %  
Total Asian American MBE Participation: \_\_\_\_\_ %  
Total Hispanic American MBE Participation: \_\_\_\_\_ %

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

**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. Within 10 Working days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit the completed Good Faith Efforts Documentation to Support Waiver Request (Attachment M-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

1A. I understand that if my firm is shortlisted and requested to submit a Price Proposal, then I am required to submit the MBE Schedule with the Price Proposal.

**2. 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 business 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 M-2);
- (b) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments M-3A and 3B);
- (c) Any other documentation, including 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.

**3. 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.

**[CONTINUED ON NEXT PAGE]**

**I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE MBE Utilization & Fair Solicitation Affidavit and that the information included in the Schedule 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 PROPOSAL**



IF PROPOSER IS SHORTLISTED AND REQUESTED TO SUBMIT A PRICE  
PROPOSAL, THE FOLLOWING MBE SCHEDULE IS TO BE SUBMITTED WITH THE  
PRICE PROPOSAL

**MBE SCHEDULE FORM M-1B**

**This MBE Schedule must be included with the Price Proposal. If the bidder/offeror fails to accurately complete and submit this Schedule with the Price Proposal as required, the Procurement Officer shall determine that the proposal is not reasonably susceptible of being selected for award.**

**MBE Participation Schedule**

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount 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 are performing work activities for which they are MDOT certified.

Prime Contractor	Project Description	Project/Contract Number

**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 )**

MBE Prime Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.)  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	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): _____%  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): _____%  Description of the Work to be performed with MBE prime's own forces: _____ _____ _____
---	---

**SECTION B: For all Contractors (including MBE Primes in a Joint Venture)**

MBE Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____ _____ _____
---	---

MBE Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____ _____ _____
MBE Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____ _____ _____

**CONTINUE ON SEPARATE PAGE IF NEEDED**

**Total MBE Participation:** \_\_\_\_\_ %\*

**Total SubGoal Participation:** \_\_\_\_\_ %\*

Total African American MBE Participation: \_\_\_\_\_ %

Total Asian American MBE Participation: \_\_\_\_\_ %

Total Hispanic American MBE Participation: \_\_\_\_\_ %

Total Women-Owned MBE Participation: \_\_\_\_\_ %

**I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE Schedule and that the information included in the Schedule 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 PRICE PROPOSAL**

**THE FOLLOWING DOCUMENTS ARE TO BE SUBMITTED ONLY BY THE  
SUCCESSFUL CONTRACTOR WHO IS AWARDED THE CONTRACT**

**MBE Attachment M - 2**  
**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/proposal submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

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

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2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

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4. **Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

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5. **Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**MBE Attachment M-3A**  
**MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

**PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT M-1B) WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor intends to enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ which will receive at least \$ \_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

<b>NAICS CODE</b>	<b>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)</b>	<b>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</b>

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/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/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/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/Proposal.

<p><b>PRIME CONTRACTOR</b>  Signature of Representative: _____  Printed Name and Title: _____  Firm's Name: _____  Federal Identification Number: _____  Address: _____  Telephone: _____  Date: _____</p>	<p><b>SUBCONTRACTOR</b>  Signature of Representative: _____  Printed Name and Title: _____  Firm's Name: _____  Federal Identification Number: _____  Address: _____  Telephone: _____  Date: _____</p>
--	---

**MBE Attachment M-3B  
MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

**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 M-1A) 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/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR 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:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

<p><b>MBE PRIME CONTRACTOR</b></p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>
--

**Sample MBE Attachment M-4A**  
**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**  
**Minority Business Enterprise Participation**  
**Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____  Reporting Period (Month/Year): _____  <b>Prime Contractor: Report is due to the MBE Liaison by the 15<sup>th</sup> of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
MBE Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
<b>List all payments made to MBE subcontractor named above during this reporting period:</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><u>Invoice#</u></th> <th style="width: 30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Paid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Paid: \$</b>		_____	<b>List dates and amounts of any outstanding invoices:</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><u>Invoice #</u></th> <th style="width: 30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Unpaid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Unpaid: \$</b>		_____
	<u>Invoice#</u>	<u>Amount</u>																																					
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2.																																							
3.																																							
4.																																							
<b>Total Dollars Unpaid: \$</b>		_____																																					

- 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 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: <a href="mailto:Pamela.Welzenbach@umuc.edu">Pamela.Welzenbach@umuc.edu</a>
--

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



This form must be completed monthly by all MBE subcontractors.

**Sample MBE ATTACHMENT M-5  
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE  
Minority Business Enterprise Participation  
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the month following the month the services were performed.</b>	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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MBE Subcontractor Name:																									
MDOT Certification #:																									
Contact Person:	E-mail:																								
Address:																									
City:	State:	ZIP:																							
Phone:	Fax:																								
<b>Subcontractor Services Provided:</b>																									
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>  <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;"></th> <th style="width:50%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><u>Invoice Amt</u></td> <td></td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td colspan="2"><b>Total Dollars Paid: \$</b> _____</td> </tr> </tbody> </table>		<u>Date</u>	<u>Invoice Amt</u>		1.		2.		3.		<b>Total Dollars Paid: \$</b> _____		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;"></th> <th style="width:50%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><u>Invoice Amt</u></td> <td></td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td colspan="2"><b>Total Dollars Unpaid: \$</b> _____</td> </tr> </tbody> </table>		<u>Date</u>	<u>Invoice Amt</u>		1.		2.		3.		<b>Total Dollars Unpaid: \$</b> _____	
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	<u>Date</u>																								
<u>Invoice Amt</u>																									
1.																									
2.																									
3.																									
<b>Total Dollars Unpaid: \$</b> _____																									
Prime Contractor:		Contact Person:																							

**\*\*Return one copy of this form to the following address (electronic copy with signature & 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: <a href="mailto:Pamela.Welzenbach@umuc.edu">Pamela.Welzenbach@umuc.edu</a>
---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

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

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ <b>MBE Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
---	--

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

Invoice Number	Value of the Work	NAICS Code	Description of the Work

**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](mailto:Pamela.Welzenbach@umuc.edu)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Required)

**MBE ATTACHMENT M-5**  
**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**  
**Minority Business Enterprise Participation**  
**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15th of the month following the month the services were performed.</b>	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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MBE Subcontractor Name: _____																															
MDOT Certification #: _____																															
Contact Person: _____	E-mail: _____																														
Address: _____																															
City: _____	State: _____	ZIP: _____																													
Phone: _____	Fax: _____																														
<b>Subcontractor Services Provided:</b>																															
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Paid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b> _____			<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Unpaid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b> _____		
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Prime Contractor: _____		Contact Person: _____																													

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 3501 University Blvd. E, Room 4100  
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 Email: [Pamela.Welzenbach@umuc.edu](mailto:Pamela.Welzenbach@umuc.edu)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Required)

APPENDIX M-W

MINORITY BUSINESS ENTERPRISE WAIVER REQUEST INFORMATION

## **MBE Attachment M-1B** **WAIVER GUIDANCE**

### **GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET** **MBE PARTICIPATION GOALS**

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

#### **I. Definitions**

**MBE Goal(s)** – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

**Good Faith Efforts** – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

**Identified Firms** – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

**Identified Items of Work** – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

**MBE Firms** – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

## II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

### A. Identify Bid Items as Work for MBE Firms

#### 1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

#### 2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

### B. Identify MBE Firms to Solicit

#### 1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

#### 2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

### C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

#### **D. Negotiate With Interested MBE Firms**

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

- (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
- (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
- (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
- (f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

#### **E. Assisting Interested MBE Firms**

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.



### III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

### IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

#### A. Items of Work (Complete Good Faith Efforts Documentation Attachment M-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

#### B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment M-2).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment M-1C-Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

#### C. Rejected MBE Firms (Complete Good Faith Efforts Attachment M-1C, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Attachment M-1B) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

**D. Other Documentation**

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.
2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**Exhibit A**

**MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of Minority firm)

located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_  
in \_\_\_\_\_ County by \_\_\_\_\_  
(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ **(Minority Firm)**, is either unavailable for the  
work/service or unable to prepare a bid for this project for the following reason(s):

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

_____ <b>Signature of Minority Firm's MBE Representative</b>	_____ <b>Title</b>	_____ <b>Date</b>
_____	_____	_____

• MDOT Certification # \_\_\_\_\_ Telephone # \_\_\_\_\_

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

_____ Signature of Prime Contractor	_____ Title	_____ Date
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# MBE ATTACHMENT M-1C

## GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Page \_\_\_ of \_\_\_

Prime Contractor	Project Description	Solicitation Number

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**PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.**

I AFFIRM THAT I HAVE REVIEWED ATTACHMENT M-1B, WAIVER GUIDANCE. I FURTHER AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF PARTS 1, 2, AND 3 OF THIS ATTACHMENT M-1C GOOD FAITH EFFORTS DOCUMENTATION FORM ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**GOOD FAITH EFFORTS DOCUMENTATION  
TO SUPPORT WAIVER REQUEST**

**PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE  
FIRMS**

Page \_\_\_ of \_\_\_

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firm If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

PLEASE CHECK IF ADDITIONAL SHEETS ARE ATTACHED.

**GOOD FAITH EFFORTS DOCUMENTATION  
TO SUPPORT WAIVER REQUEST  
PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS**

Page \_\_\_ of \_\_\_

<b>Prime Contractor</b>	<b>Project Description</b>	<b>Solicitation Number</b>

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment M-1B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
<b>Firm Name:</b> <hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
<b>Firm Name:</b> <hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

**PLEASE CHECK IF ADDITIONAL SHEETS ARE ATTACHED.**

## GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

### PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

Page \_\_\_ of \_\_\_

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 2 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items of Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

PLEASE CHECK IF ADDITIONAL SHEETS ARE ATTACHED.



## **APPENDIX S**

### **SOLICITATION TERMS AND CONDITIONS**

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

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

**2. General Requirement.**

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

**3. Receipt of Proposals.**

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

**4. Duration of Offers.**

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

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

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

**6. Cancellation of the RFP.**

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

**7. Incurred Expenses.**

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

**8. Payment.**

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

**9. Electronic Funds Transfer ("EFT").**

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

**10. Procurement Regulations.**

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

**11. Confidentiality of Proposer's Information.**

A Proposer should give specific attention to the identification of those portions of the proposal that the Proposer deems to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Proposers are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Proposer's position regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.

**12. Oral Presentation /Discussion Sessions. - Refer to Section III of the solicitation.**

**13. Evaluation of Offers. – Refer to Section III of the solicitation.**

**14. Proposal Affidavit and Certifications.**

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

**15. Economy of Preparation.**

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

**16. Multiple Proposals.**

Contractors may not submit more than one proposal.

**17. Alternate Solution Proposals.**

Contractors may not submit an alternate to the solution given in this RFP.

**18. Telegraphic/Facsimile Proposal Modifications.**

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

**19. Contractor Responsibilities and Use of Subcontractors**

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

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

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

**21. Arrearages.**

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

**22. Taxes.**

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

## 23. RFP Response Materials.

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

## 24. Debriefing of Unsuccessful Offerors.

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

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

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

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

If the bidder/offeror has any questions concerning application of the State Ethics law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to see advise from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll-free phone number 877-669-6085, or see the website [ethics.gov.state.md.us](http://ethics.gov.state.md.us). The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror to obtain advise from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics law.

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

## 26. Assistance in Drafting.

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

## 27. Living Wage Requirements

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

The Living Wage rates change each year and are published 90 days from the end of the State fiscal year. Living Wage rates may be found at <https://www.dlfr.state.md.us/labor/prev/livingwage.shtml>

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

## 28. Minority Business Enterprises.

Minority participation is important to UMUC and the State of Maryland. All state entities have a subcontracting goal of 25% of its expenditures with State Certified Minority Business Enterprises (MBE's). 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/mbe/index.html>. If a MBE subcontracting goal has been set for this procurement, refer to Appendix M of the solicitation document for all MBE Program requirements.

## 29. Confidentiality of UMUC Information

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 firm 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 Offeror to propose responsive solutions to UMUC's needs and requirements, UMUC is willing to disclose certain confidential information to Offeror, 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.

**END OF APPENDIX S**