



University of Maryland University College

## UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

### REQUEST FOR PROPOSAL #91418 FOR

### PAY STRUCTURES AND INCENTIVE PLAN CONSULTING SERVICES

ISSUE DATE: MAY 20, 2016

SIGNIFICANT MILESTONES	TIME:	DATE
Last Day for Questions	2 P.M. EDT	06/01/2016
Technical Due Date:	4 P.M. EDT	06/20/2016
Oral Presentation/Discussion Date	TBD	06/27-06/30/2016
Anticipated Price Proposal Due Date	4:00 P.M. EDT	7/11/2016

**Notice:** 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  
3501 University Boulevard East, Room ADMIN 2344  
Adelphi, Maryland 20783

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).

**PAY STRUCTURES AND INCENTIVE PLAN CONSULTING SERVICES**

**THE UNIVERSITY OF MARYLAND, UNIVERSITY COLLEGE**

**RFP #91418**

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## SOLICITATION SCHEDULE

Issue Date:	May 20, 2016
Questions Regarding Solicitation Due:	June 1, 2016, by 2:00 P.M. EDT
<b>Technical Proposal Due:</b>	<b>June 20, 2016, by 4:00 P.M. EDT</b>
Anticipated Date of Notification following the Initial Evaluation regarding shortlist:	June 24, 2016
<b>Anticipated Oral Presentation/Discussion Meetings: (If required and invited by UMUC)</b>	June 27, 2016 - June 30, 2016
Anticipated Date of Notification regarding further Shortlist following the Oral Presentation/Discussion Meetings:	By July 1, 2016
<b>Anticipated Price Proposal Due Date:</b> P.M. EDT	July 11, 2016, on or before 4:00
Anticipated Contractor(s) Selection finalized:	By July 22, 2016
Agreement fully executed with selected Contractor(s):	By July 29, 2016 (Projected)
Contract Commencement:	By August 1, 2016 (Projected)

**END OF SOLICITATION SCHEDULE**

**REQUEST FOR PROPOSALS  
FOR  
UMUC PAY STRUCTURES AND INCENTIVE PLAN CONSULTING SERVICES**

**RFP #91418**

**SECTION I**

**GENERAL INFORMATION**

**1. Summary:**

1.1 Objective. The University of Maryland University College (UMUC or the University) is soliciting proposals for services related to a global (Asia, Europe, and Stateside) compensation study of its approximately 1328 employees (staff). The selected Contractor shall work with UMUC's Compensation Unit to review and propose pay structure changes and incentive plan options for adoption and implementation within the limitations and restrictions of Title IV of the Higher Education Act. The Contractor must have a successful record of conducting pay structure studies with the goal of alignment and internal equity between similar staff positions; and developing incentive plans.

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

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

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

**2. Issuing Office:**

**2.1. Issuing Office:**

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

Attn: Beth Vu Kirk, Asst. Director of Procurement  
University of Maryland University College  
Goods and Non-Technology Services  
3501 University Boulevard East  
Adelphi, Maryland 20783

and

Sharon Barry, Director of Procurement  
University of Maryland University College  
Goods and Non-Technology Services  
3501 University Boulevard East  
Adelphi, Maryland 20783

**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 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, 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 and included in the technical proposal.

**6. Proposal Closing Date/Due Date and Time:**

**6.1 Technical Proposal.** The Technical Proposal is to be provided to the Issuing Office in accordance with the Solicitation Schedule. **Technical Proposals are to be submitted electronically attached as one file to an email in PDF format.** **Hyperlinks to software products sent to UMUC's Issuing Office that indicate that the Initial Phase Technical Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (ie. a Click through Agreement) are required to be accepted by UMUC in order to download the Initial Technical Proposal.** By providing to UMUC the Technical

Proposal electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

**6.2 Price Proposal.** The Price Proposal is to be provided to the Issuing Office in accordance with the Solicitation Schedule. **Price Proposals are to be submitted electronically attached as one file to an email in PDF format. Hyperlinks to software products sent to UMUC’s Issuing Office that indicate that the Price Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (ie. a Click through Agreement) are required to be accepted by UMUC in order to download the Initial Technical Proposal.** By providing to UMUC the Price Proposal electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

*No pricing is to be provided in the Technical Proposal submittal. Therefore, the Price Proposal MUST be provided separately from the Technical Proposal. The Price Proposal must be clearly labeled/titled with “Price Proposal” and the RFP number and name. Failure to provide the Price Proposal separately may disqualify the Offeror’s Proposal from progressing in the procurement.*

**6.3. LATE PROPOSALS CANNOT BE ACCEPTED.**

Proposals are to be in accordance with Paragraph 6.1 above to University of Maryland University College’s Issuing Office (see paragraph 2 above.) The time on the ‘sent’ email from the Proposer will be used to determine timeliness. Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award. The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by UMUC to be an Offer.

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

**7 Acceptance of Terms and Conditions.**

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

**8. 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> .

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

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

**10. Term of Contract.**

The initial term of this Contract shall commence on or around **August 1, 2016, and conclude July 31, 2017.** There will be three (3) one (1)-year renewal options at the sole discretion of UMUC. The initial phase of services is to be completed by March, 2017. The second phase of services is to be completed by May 2017. Thereafter, UMUC, at its sole option, may extend the contract for follow-up studies, surveys or additional related consulting work to a maximum value of this contract may not exceed \$1M. There is no guarantee of additional work or an additional dollar amount to the Contract resulting from this Solicitation.

**11. Acceptance of Terms and Conditions.**

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

**12. Proposal and Contract Security**

Not applicable to this procurement.

**13. 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.

**14. Post-Award Confidentiality**

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

**END OF SECTION I**

## SECTION II

### SCOPE OF WORK/REQUIREMENTS

#### 1. Description of Initiative.

The selected vendor shall provide pay structure and incentive plan consulting services by jointly executing with UMUC a two phase initiative, as follows:

##### **Phase One: Pay Structures**

The Contractor shall lead in a collaborative engagement study with UMUC to review pay plans for stateside exempt and overseas staff, and propose a pay program that will result in alignment and parity between similar staff positions across divisions.

The Contractor shall provide but is not limited to the following:

- The review of Fair Labor Standards Act (FLSA) exemption status of roles/positions under current regulation. The Contractor shall provide recommendations and modifications, including detailed analysis and rationale of their findings, for the proposed regulation changes.

Note: As of March 2016, the total count of all jobs and employees subject to this analysis is as follows:

	Number of Jobs	Number of Employees
Stateside Exempt	546	983
Overseas Staff	114	345
Total	660	1328

- The development of a redesigned exempt pay program and structure for UMUC's stateside exempt staff, encompassing all exempt roles from an individual contributor through Executive staff.
- The development of a redesigned staff pay program and structure for UMUC's overseas staff, encompassing all positions from an individual contributor through management, with alignment to the stateside structure for parity between similar roles.
- The development of a pricing matrix of all positions as it relates to the developed structure, to include data sharing of market pricing in a usable format for future updates by UMUC.



- The evaluation of cost impact analysis resulting from the structure review study, and a summary of recommended changes.
- The standardization of job descriptions.
- The development of management and global titling guidelines.
- The propose “re-leveling” and revised titling of UMUC management positions, with the goal of streamlining and where appropriate to reduce the levels of management titles.

Note: Acceptance from UMUC management is required by UMUC’s Executive Committee.

- The recommendation of consolidated individual contributor jobs where feasible to reduce the number of exempt jobs.
- The evaluation of existing career ladders and other career related progression programs (e.g., advisors, accountants, IT support, etc.), and recommendation of any proposed changes.
- Conduct adverse impact and equity analysis from changes in grade and pay adopted from recommendations and report findings.
- The development of training and communications, to include guides and presentations (electronic and written formats) to support UMUC staff in implementing all changes adopted, and recommendations on additional best practices.

Note: UMUC will provide a flat file (other formats are available) to the selected vendor with the salary survey data/information on all staff. Prior to release of this data, the successful vendor will be required to sign a contract with a non-disclosure of confidential information clause.

It is UMUC’s desire to have Phase One completed by no later than March, 2017.

### **Phase Two: Incentive Plan**

The Contractor shall develop incentive plan options that are compliant and within the limits and restrictions of Title IV of the Higher Education Act, the Department of Defense Instruction 1322.25, and any other applicable laws and regulations.

The awarded contractor’s services shall include but is not limited to the following:

- The facilitation of design sessions with key UMUC staff to assess goals, objectives, eligibility requirements and desired outcomes with key executive staff

- The review of the best practices and latest incentive models for potential adoption.
- The development and presentation of options for incentive plan design for stateside and overseas employees that are compliant and within the limits and restrictions of Title IV of the Higher Education Act, the Department of Defense Instruction 1322.25 and any other applicable laws and regulations and should include: Individual, team, performance-based, and university financial measures.
- The development of costing models for each proposed option.
- The development of a plan document for incentive plan/s.
- The development of training guide/s and presentation/s for employees regarding the adopted incentive plan.

It is UMUC's desire to have Phase One completed by no later than May, 2017.

**2. Additional Requirements:**

- At a minimum, the Contractor shall attend the following scheduled events in person to be held at Adelphi or Largo, Maryland;
  - 1) A Kick-off meeting;
  - 2) A UMUC Executives meeting to present the findings to an appropriate group of executives; and,
  - 3) Up to 3 additional meetings as determined during the project.

Travel to Asia or Europe is not required.

- Contractor shall attend project planning/status meetings which are anticipated to be held weekly, but may be attended via teleconference; and
- Contractor shall provide one written summary report with an executive summary as well as a detailed summary of the study results is to provided electronically in pdf. format (or another acceptable format to UMUC).

**END OF SECTION II**

## SECTION III

### PROCUREMENT PHASES AND EVALUATION PROCESS

#### ARTICLE 1

#### TECHNICAL PROPOSAL REQUIREMENTS/INITIAL TECHNICAL EVALUATION

##### 1. General Proposal Requirements:

###### 1.1 Transmittal Letter.

A transmittal letter prepared on the Proposer's business stationery must accompany each submittal from the Proposer. The purpose of this letter is to transmit the proposal; therefore, it should be brief, but shall list all items contained within the Proposal as defined below. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial, contained in the proposal.

###### 1.2 Signing of Forms.

The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they 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.

##### 2. Technical Proposals/Technical Criteria:

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response. Marketing material may be provided, but is to be included as an appendix rather than within the body of the proposal.

The Technical Proposal should be prepared in a clear and concise manner. It should address all appropriate points of this Technical Proposal. It is the Proposer's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for UMUC.

The contents of this volume must address the following items, as indicated below, and additionally, must include the appropriate completed forms or responses as indicated in items 2.1 through 2.7 as listed below. *Offerors must **paginate** the Technical Proposal and are requested to provide separations between the responses to each of the technical criteria.*

## **2.1 Mandatory Response Requirements:**

**2.1.1 Firm Profile/Firm Experience.** Describe your company, the management and ownership structure and the breadth of services your company provides, to include the following elements:

- Agency overview, corporate background, mission statement, and/or philosophy;
- Primary business focus or specialty;
- Headquarters location;
- Location of office that will service UMUC;
- Support capabilities;
- Client List/Industries Served;
- Number of years your company has been in business;
- Length of experience in providing the services required in this RFP;
- Client Satisfaction Data;
- Size of company and number of employees by job classification; and
- Any other notable facts that may demonstrate your firm's unique qualifications and aid in the selection process.

**2.1.2 Firm Experience and References.** Provide three (3) Firm Experience/Firm References of similar scope and complexity performed over the last 5 years. Higher consideration given in the evaluation of proposals if higher education client is provided.

**For each firm experience, provide the following:**

- Contract title,
- Period of performance (years of providing services as well as number of pay structure studies/incentive plans conducted),
- Contract Amount. If this information is confidential, please provide a range such as "between \$100,000 and \$150,000/study", "approximately \$100K/year", etc.,
- Description of pay structure and incentive plan consulting services work performed; and,
- A narrative that explains the relevancy of the project to the UMUC requirements.

**Firm References.** The University will check references of the firm by contacting one or more of the clients provided in item above. Proposers must submit a contact person for each client including name, title and project role, address, email address, and phone number (including extension if applicable) ensuring that the references are current and reachable. The contact provided should be able to speak to the performance of the contractor. The University reserves the right to check any other references including itself, if applicable, even if not provided as

such by the Proposer. References will be held in the strictest of confidence by the University. If deemed necessary by UMUC, UMUC may request the Proposer for additional references.

## **2.2 Technical Approach:**

Provide a narrative of how your firm will approach the requested services in the Scope of Work, set forth in Section 2 of this solicitation. Proposals are to include your firm's methodologies (including technological tools that will be utilized) that will be used by the firm to provide the required services. The purpose of this narrative is to display full comprehension of the services to be provided and how such service/s will be provided to the University.

Within the narrative, the proposer should address the following, but is not limited to the following:

- Global and USA Support
- Methodology/Foundation of Statistical Analysis (scales, tools, and databases for evaluating results)
- Technological capabilities/Troubleshooting/Participant Helpdesk
- Organization readiness/engagement meetings (Leadership and Management)
- Communication Plan Development & Execution (Executive/ Management/ Staff)
- Data Analysis
- Report generation/communication of the data
- Training
- Action Planning

In addition, the Proposer should include; explanations and rationale for their proposed methods; any assumptions that they have made regarding the scope of services; a summary of any problems which might be expected; and, proposed solutions to those anticipated problems.

**2.3 Recommended Timeline and Schedule of Tasks.** Provide a recommended timeline of tasks, roles, and responsibilities for Phase One and Two, beginning with contract commencement (anticipated to be no later than August 1, 2016). Proposers should submit a complete detailed plan, including a time line setting out completion date, appropriate phases, and mile markers to completion. The plan should contain any pre-work or data needs required to be provided by UMUC.

## **2.4. Consulting Team and Staffing of the Contract:**

Describe the Proposer's proposed staffing including management and escalation procedures to support UMUC's account. All Key Personnel and their roles who will be assigned to UMUC for this contract should be included. A brief description of Key Personnel qualifications and expertise should be included (Refer to 2.4.1 below for complete resume requirements). It is expected by the UMUC that the Lead Consultant will be responsible for the management of all work associated with the resulting contract

and will have the capability of pulling in the firm's staff resources as needed. (Identify sub-contractual personnel, if applicable.)

#### **2.4.1 Key Personnel:**

Provide a complete resume for the following:

- The proposed Lead Consultant, (the person responsible for the management of the relationship between the proposer and the University; the staffing and management of all work associated with the resulting contract, and the University's primary point of contact for this contract), and,
- The proposed Executive-in-Charge (the person responsible for adequate resources being designated for this contract as well as for issue escalation/resolution)

The resume should include:

- a. Educational background;
- b. Employment history (with dates of employments), including all positions and dates of these positions held with all employers; and
- c. Similar contracts information (minimum of three), preferably in the same role as proposed for the UMUC contract. Contracts should be recent (within the last 5 years) and of similar size, scope, and complexity to this proposed contract.; and,
- d. The role the person held on the contract;

In addition to contract information, please provide the following:

- A brief statement describing the services provided,
- The term of the contract (start and end date), and
- Similarities to the proposed UMUC contract.

**2.4.2 Provide three (3) contract/client references for the Lead Consultant** (name, firm, email address, and phone number, including extension if applicable). Such references should be contract references, not employment references and the contact provided should be able to speak to the performance of the person in the role assigned. References will be held in the strictest of confidence.

Only the final short-listed firms will have their Key Personnel references contacted during the Second Technical Evaluation Phase. However, all firms responding must supply this information within their Technical Proposals submitted on June 20, 2016.

It is imperative that the contact names and phone numbers given for the projects listed be accurate. In addition, the University reserves the right to check other sources available, including itself, if not provided as such by the Proposer. 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.

**NOTE:** By submitting these names (Lead Consultant and Executive in Charge) for consideration, the Proposer is committing these individuals 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.

**2.5. 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**.

**2.6. 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.

**2.7 Acknowledgement of Review of UMUC Sample Master Contract.**

Per Section I, Paragraph 9, the Proposer is to warrant that they have reviewed Appendix C and will execute such a contract upon request by UMUC, as may be negotiated. Any exceptions to the UMUC Sample Contract are to be provided in the Technical Proposal. Rationale as to why the exception is being requested as well as alternative language is to be provided. 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).

**3. Qualifying Proposals:**

**3.1 Procurement Officer Review.**

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 and permitted by law.

**3.2 Evaluation and Selection Committee.**

All Technical Proposals received in response to this solicitation will be reviewed and evaluated by an UMUC Evaluation and Selection Committee ("the Committee"). 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.

### **3.2.1 Modifications of Technical Proposal.**

The contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Offerors may modify their Technical Proposals by e-mail or facsimile communication at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Offeror was delivered prior to the Proposal due date and time. 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.

### **3.3 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 proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and determining those proposals that are of further interest. 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 technical proposal.

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed above in Section III, Article 1, Paragraphs 2.2 through 2.4. Each committee member will evaluate the proposals on each major criterion. The order of importance of the technical criteria is as follows:

- 1) Approach to Providing the Services
- 2) Account Management/Staffing of Contract
- 3) Firm Profile/Firm Experience

Proposals evaluated by UMUC to be viable and of further interest (i.e. "shortlisted") will progress to the next phase of the procurement.

All Proposers who submit a Technical Proposal to UMUC will be notified as to whether or not they are shortlisted and whether or not if they are required to attend an Oral Presentation/Discussion Session for further evaluation. UMUC may not require an Oral Presentation/Discussion Session from all shortlisted vendors. (See RFP Section III, Article 2, Oral Presentation/Discussion Sessions).

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.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University's best interest.

**END OF SECTION III, ARTICLE 1**

## SECTION III

### PROCUREMENT PHASES AND EVALUATION PROCESS

#### ARTICLE 2

#### ORAL PRESENTATIONS/SECOND PHASE TECHNICAL EVALUATION

##### 1. Oral Presentation/Discussion Sessions:

###### 1.1 Purpose.

Based on the selection committee's initial review of proposals, the University may invite, without cost to itself, **only** the short listed firms to make a presentation of their proposal and to demonstrate their capabilities and expertise in the specific services offered by the Proposer as a further consideration in the selection process. **Only** those contractors who are shortlisted following the initial technical evaluation shall be offered the opportunity to participate in the process. UMUC may not invite all shortlisted firms to present their proposal if UMUC deems it unnecessary for further examination or clarification is required from any shortlisted firm/s.

The purpose of the Oral Presentation/Discussion Session are as follows:

- (i) to allow the University to meet the Proposer's key people and to allow these key people to convey their expertise and applicable experience;
- (ii) to discuss/clarify any and all aspects of the Proposal in particular the proposed approach to the provision of services under this contract; and,
- (iii) to provide an opportunity to clarify the scope of services for this contract.

At this time, each Proposer will be required to have present the proposed key personnel (Lead Consultant and Executive-in-Charge) as indicated in the Proposer's technical proposal who will be responsible for the provision of services.

###### 1.2 Date.

The date and time of the Oral Presentation/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 both of these dates aside in their entirety on the Lead Consultant's and Executive-in-Charge's calendars accordingly to avoid any conflicts. The actual time on one of these dates will be scheduled with the applicable Proposers at the convenience of UMUC at its sole discretion.

###### 1.3 Format.

The Oral Presentation/Discussion Session forum will be informal as the University is **not** interested in solely a marketing 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 engagement and the firm's capabilities/qualifications.

## **2. Second Phase Technical Evaluation/Final Technical Evaluation:**

### **2.1 Criteria.**

Following the Oral Presentation/Discussion Sessions held with the short listed firms, a Second Phase Technical Evaluation will be conducted. In the Second Technical Evaluation all categories will be re-evaluated based on the Oral Presentation/Discussion Session. As well, firm and key personnel references\* will be incorporated.

The order of importance of the technical criteria will remain the same with the references\* for the Key Personnel and the Firm incorporated into the appropriate criteria; that is, the order of importance will remain as follows:

- 1) Approach to Providing the Services
- 2) Account Management/Staffing of Contract/Lead Consultant References\*
- 3) Firm Profile/Firm Experience/Firm References\*

\*Note: It is UMUC's intent to incorporate references of the Key Personnel and the Firm during the Second Technical Evaluation. UMUC reserves the right to further shortlist prior to incorporating such references if deemed in its best interest. It is UMUC's intent to incorporate references of the Key Personnel and the Firm prior to establishing the final shortlist of Proposers.

### **2.2 Process.**

Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. 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. Once a final shortlist of proposals is established, the University will rank the technical proposals from highest to lowest.

**END OF SECTION III, ARTICLE 2**

## SECTION III

### PROCUREMENT PHASES AND EVALUATION PROCESS

#### ARTICLE 3

##### PRICE PROPOSALS/PRICE EVALUATION

###### 1. Price Proposals.

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**. The Price Proposal form anticipated to be used by the Proposer is included in **Appendix B**. As the procurement progresses, this form is subject to revision.

As provided on the Price Proposal form, Proposers are to quote a **fixed price** for each phase initiative (Phase One: Pay Structures and Phase Two: Incentive Plan). All costs are to be included in the fixed price as there are no reimbursables associated with the resulting contract.

The initial pay structure services will be provided as a fixed scope of work. However Proposers are to provide an itemized breakdown of the pricing. The itemized breakdown of pricing must include the level of effort; showing the staffing by position and name, tasks to be executed, anticipated hours by task, hourly rates, and cumulative total by task and overall.

In addition, Proposers are to provide the fully loaded hourly rates for each of the assigned staff or staff positions. These fully loaded hourly rates are to be valid through December 31, 2017. The University will use the fully loaded hourly rates to negotiate any change orders (if any are necessary) to the original scope of work, or for any additional work related to the services as described in this RFP.

###### 2. Price Proposal Evaluation.

Price Proposals will be evaluated based on the full cost of the services. 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 3**

## **SECTION III**

### **PROCUREMENT PHASES AND EVALUATION PROCESS**

#### **ARTICLE 4**

#### **FINAL EVALUATION/RANKING AND SELECTION**

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

The University reserves the right to recommend an Offeror for contract award(s) based upon the Offeror's technical proposal and price proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State; 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:**

**3.1 Process.**

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 to the responsible Offeror whose proposal is 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.

**3.2 Basis for Award.**

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.

**3.3 Negotiations.**

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.

#### **4. Debriefing:**

##### **4.1 Request.**

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

##### **4.2 Discussion.**

Debriefings shall be limited to discussion of the Offeror's Proposal only and shall not include a discussion of a competing Offeror's Proposal. The debriefing may include information on areas in which the unsuccessful Offeror's Proposal was deemed weak or insufficient. The debriefing may not include discussion or dissemination of the thoughts, notes, or ranking from an individual Evaluation Committee Member. A summary of the Procurement Officer's rationale for the selection may be given

**END OF SECTION III, ARTICLE 4**

**APPENDICES**  
**FORMS AND ATTACHMENTS**

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

**Acknowledgement of Receipt of Addenda Form**

**Bid Proposal/Affidavit**



**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** 91418

**TECHNICAL PROPOSAL DUE DATE:** **June 20, 2016 on or before  
4:00 P.M. EDT.**

**RFP FOR:** Pay Structures and Incentive Plan Consulting 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**

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

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

**B. NOT USED**

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

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

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

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

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

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

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

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

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

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

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

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

**E. AFFIRMATION REGARDING DEBARMENT**

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

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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):
- 
-

**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;
- K(2)(b), above;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by
- above;
- (h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement, and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination, or
    - (ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation program; and,
  - (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

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

I FURTHER AFFIRM THAT:

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

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

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

(If not applicable, so state.)

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

**M. CONTINGENT FEES**

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

partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of the Contract.

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

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

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

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

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

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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: \_\_\_\_\_

**APPENDIX B**  
**PRICE PROPOSAL FORM**

PROPOSAL NO.: RFP 91418  
PRICE PROPOSAL DUE DATE: July 11, 2016 , by 4:00 P.M. EDT  
PROPOSAL FOR: UMUC Pay Structures and Incentive Plan Consulting Services  
PROPOSER: \_\_\_\_\_  
Federal Identification Number/Social Security Number: \_\_\_\_\_

**PRICE PROPOSAL**

DATE \_\_\_\_\_

Beth Vu Kirk  
University of Maryland University College  
Procurement Office  
3501 University Blvd. East, Room ADMIN-4108  
Adelphi, MD 20783-8002

Dear Ms. Kirk:

The undersigned hereby submits the Price Proposal as set forth in RFP # 91418 dated July 11, 2016, and the following subsequent addenda:

Addendum \_\_\_ dated \_\_\_\_\_  
Addendum \_\_\_ dated \_\_\_\_\_  
Addendum \_\_\_ dated \_\_\_\_\_  
Addendum \_\_\_ dated \_\_\_\_\_

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

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

**A. Fixed price for initial pay structure review services:**

\$ \_\_\_\_\_

**Fixed price for initial incentive plan design services:**

\$ \_\_\_\_\_

(We understand that progress payments will be made upon acceptance by UMUC of established milestones met by Contractor. We confirm that this price includes all expenses and travel for the consulting team to and from Adelphi, MD and/or Largo, MD (Baltimore/Washington area).

**B. Attached to this Price Proposal Form is our firm's maximum fully loaded hourly billing rates for all personnel and staff positions that will be applicable through December**



**31, 2017. We understand there are no reimbursable expenses allowed. These hourly rates will be used to negotiate any change order work, if any such changes become necessary during the course of the engagement.**

**C. Attached to this Price Proposal Form is an itemized breakout, including the travel costs, of the fixed fee for the initial pay structure review and incentive plan design services.**

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

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

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

Enclosure:     Name, Title, Role on Project, and Hourly Rate of Personnel to be attached  
                  Itemized Breakout of Fixed Fee for Initial Pay Structure Review and Incentive  
                  Plan Design effort  
                  Living Wage Affidavit

(Signatures should be placed on following page.)

The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

**A. INDIVIDUAL PRINCIPAL**

In Presence of Witness: \_\_\_\_\_

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_  
SIGNED \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE: \_\_\_\_\_  
\_\_\_\_\_

---

**B. CO-PARTNERSHIP PRINCIPAL**

\_\_\_\_\_  
(Name of Co - Partnership)  
ADDRESS \_\_\_\_\_

\_\_\_\_\_  
In Presence of Witness:

TELEPHONE NO. \_\_\_\_\_

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

\_\_\_\_\_ as to

BY \_\_\_\_\_  
(Partner)

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

\_\_\_\_\_ as to

BY \_\_\_\_\_  
(Partner)

---

**C. CORPORATION**

\_\_\_\_\_  
(Name of Corporation)  
ADDRESS \_\_\_\_\_

Attest:  
\_\_\_\_\_  
[Printed Name of Corporate (or Assistant Corporate) Secretary]

TELEPHONE NO. \_\_\_\_\_

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

BY: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer and Title

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

\_\_\_\_\_  
Title

**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate. **The living wage rate effective September 28, 2015 is \$13.59 per hour.** This living wage rate changes each year and is published 90 days from the end of the University's fiscal year at <https://www.dllr.state.md.us/labor/prev/livingwage.shtml>. The University's fiscal year is July 1st through June 30<sup>th</sup>.
- B. Contractor further agrees that UMUC has the right to conduct an independent audit by University internal auditors or State of Maryland auditors of the Contractor's payroll records to confirm this affirmation at any time. Contractor also agrees to cooperate with UMUC to supply required documentation in the event that it is requested as support for this affidavit by the State of Maryland or an agency of the State of Maryland. Any information that is supplied by contractor under this Affidavit to UMUC, the State of Maryland or an agency of the State of Maryland will be subject to the terms of the Maryland Public Information Act.
- C. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)
- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**APPENDIX C**  
**CONTRACT FORMS**

- 1. Contract**
- 2. Contract Affidavit**

**APPENDIX C**

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

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

**SAMPLE ONLY**

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

**CONTRACTOR:**

Federal Employer ID: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Fax: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

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

Procurement Officer:  
Phone Number:  
E-mail address:

**THIS CONTRACT #91392** (“Contract” or “Agreement”) is made this \_\_\_ day of July, 2016, between the University of Maryland University College, a constituent institution of the University System of Maryland (“USM”), an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, Maryland 20783, hereinafter referred to as “UMUC” or “the University” and \_\_\_\_\_, hereinafter referred to as “Consultant” or “Contractor” or “Vendor” with principal offices located at \_\_\_\_\_ (collectively, “the Parties”).

## **RECITALS**

The University issued solicitation documents (Solicitation 91418) on May \_\_\_\_, 2016, as amended from time to time (“the Solicitation”), for paid social media advertising management services. Contractor submitted technical proposal dated June 20, 2016 and price proposal dated July 11, 2016, and accepted by the University (collectively, “the Proposal”) in response to the Solicitation, and the University subsequently selected the Contractor as an awardee of this non-exclusive Contract.

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

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

1.1 Contractor shall provide professional pay structure and incentive plan consulting services. (“the Services” or “the Project”), as needed by UMUC’s Office of Human Resources, in accordance with the terms and conditions of this Contract.

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

- This Contract Form (pages 1 through \_\_\_\_); and any Amendments;
- The Solicitation #91418 and all amendments to the Solicitation;
- Exhibit A: Contractor’s Proposal dated \_\_\_\_\_;
- Attachment A: Contract Affidavit; and,
- Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).

1.3 The initial term of this Contract shall commence on or around **August 1, 2016, and conclude July 31, 2017**. There will be three (3) one (1)-year renewal options at the sole discretion of UMUC.

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

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

perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Contract.

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

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

- 3.1 The aggregate maximum fee for all Contracts resulting from Solicitation #91418 cannot exceed **\$1,000,000.00**. The total fees for services required to complete required services shall not exceed the maximum fee.
- 3.2 The Contractor's fees shall not exceed fees set forth in the Contract per the Contractor's proposal, attached hereto as Exhibit A of this contract. There is no guarantee of a dollar amount of work under this Contract.
- 3.3 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University's receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

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



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

Invoices shall be presented at the beginning of each month covering service during the previous month. The Consultant shall furnish each invoice with the Purchase Order or Contract number clearly indicated. No invoice will be processed if there is a dispute between UMUC and the Consultant as to the current or cumulative services provided.

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

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

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

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

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

- 4.1 Contractor shall complete all tasks required by the University and other tasks and duties set forth in the request(s) for Services.
- 4.2 Contractor and UMUC intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If, for any reason, the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to UMUC, its successors, and assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims and

payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

- 4.3 Contractor agrees to execute all tasks and to perform such other proper acts as UMUC may deem necessary to secure for UMUC the rights in the Work.

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

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

## **6. INTELLECTUAL PROPERTY**

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

## **7. CONFIDENTIAL INFORMATION**

- 7.1 Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given UMUC's Confidential Information (as defined herein). For purposes of this Contract, "Confidential Information" means all information provided by the University to Contractor including, without limitation, information concerning the University's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media including, without limitation oral, and includes the originals and any and all copies and derivatives of such information.
- 7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.
- 7.3 Contractor shall not, in any manner whatsoever, disclose to, permit access to, or allow use of Confidential Information by any person or entity except as specifically permitted or required under this Contract.
- 7.4 Contractor acknowledges and understands that UMUC is required to protect certain Confidential Information from disclosure under applicable law including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA") including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively, "the Privacy Laws"). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMUC's employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMUC would be obligated if the Confidential Information was in the possession or control of UMUC. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.
- 7.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UMUC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.
- 7.6 Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

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

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

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

7.9 Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and UMUC agree in writing to disclose. Contractor shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the Confidential Information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

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

## **8. SOFTWARE AND SECURITY**

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

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

- 8.2 The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.
- 8.3 Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.
- 8.4 Report any confirmed or suspected breach of University data to UMUC's Computer Incident Response Team ("CIRT") within one (1) hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of University data shall be reported to UMUC CIRT within 12 hours of discovery or detection.
- 8.5 Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
- 8.6 Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.
- 8.7 On an annual basis, Contractor shall obtain Service Organization Control (SOC) 2 report ("the Report") for all facilities from which the Services are provided. It is the Contractor's responsibility that such Report are provided under the terms and conditions of this Contract without the University being required to agree to additional terms and conditions that may be applied by a third-party. If the Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as UMUC's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of UMUC.
- 8.8 UMUC or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of UMUC data. Audits will be at UMUC's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of UMUC or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, UMUC has the

right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.

- 8.9 UMUC shall have sixty (60) days after the expiration or termination date of this agreement to retrieve and download data and content. The Contractor shall make available to UMUC a complete and secure (i.e., encrypted and appropriately authenticated) download file of customer data, sales, and product information in .xml format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The Contractor further warrants that all data and content pertaining to UMUC's buying programs is solely owned by UMUC and shall not be transferred or disclosed to any Parties without the written consent from UMUC.

## **9. RELATIONSHIP OF THE PARTIES**

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

**The Consultant affirms that Consultant and members of the Consultant's professional team providing services under this Agreement ("Consulting Team") are not Maryland State employees.** If Consultant or any member of the Consulting Team is a former state employee who retired under SB1 of 1996, Consultant affirms that established protocol has been followed, including receipt of approval from the Board of Public Works that the retired state employee may provide services under this Agreement.

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

## **10. DISTRIBUTION OF RISK**

- 10.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract.

Contractor shall also maintain in full force and effect workers' compensation insurance as required by the laws of the jurisdiction where the Services are performed. Upon request, Contractor shall provide the University with evidence of such insurance.

- 10.2 Contractor shall indemnify and hold harmless UMUC and the State of Maryland, their officers, employees, and agents, from any and all costs (including, without limitation, reasonable attorneys' costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor's performance under this Contract. UMUC agrees to notify Contractor promptly of any known liabilities, claims, or demands against UMUC for which Contractor is responsible hereunder, and Contractor agrees to, at UMUC's request, defend UMUC or settle any such liabilities, claims, or demands.
- 10.3 Neither Party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, nor special damages, or losses including, without limitation, lost profits and opportunity costs.

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

- 11.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, UMUC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. UMUC will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which UMUC is entitled pursuant to this Contract shall become the University's property. UMUC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and UMUC can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
- 11.2 Termination for Convenience. The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.
- 11.3 Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for

any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or UMUC, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

11.4 Suspension of Work. The Procurement Officer unilaterally may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.

11.5 Subcontracting and Assignment.

11.5.1 The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of UMUC nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMUC. UMUC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to the terms and conditions that UMUC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to the University for acts and omissions of subcontractors.

11.5.2 Neither Party may assign this Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to UMUC. Contractor may designate a third party to receive payment without the University's prior written consent unless in conflict with Maryland or federal law, but shall provide the University with notification thereof.

11.6. Maryland Law Prevails. The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.

11.7 Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the Parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both Parties. Amendments may not significantly change the scope of the Contract.

11.8 No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned Parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.



11.9 Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five (5) calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other Party as follows:

For the University:

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

For the Contractor:

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

11.10 Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

11.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times and at no cost to UMUC. These documents may include, but are not limited to, correspondence, the original signed consent form, background search results, W2s, paystubs, employment verification documents, and official transcripts.

11.12 Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the Party or Parties hereby contracting with the State of Maryland or any unit thereof.

11.13 Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

- 11.14 Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of this Contract.
- 11.15 Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- 11.16 Political Contribution Disclosure. Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12-month period of time involving cumulative consideration in the aggregate of \$100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.
- 11.17 Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.
- 11.18 Ethics. This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMUC employee in connection with this procurement.
- 11.19 Compliance with Laws. The Contractor hereby represents and warrants that:
- 11.19.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 11.19.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 11.19.3 It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 11.19.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

11.20 Indemnification. UMUC shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.

11.21 MultiYear Contracts Contingent Upon Appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

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

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

11.23 Insurance.

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

Commercial General Liability Insurance including all extensions-

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

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

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

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

Workers' compensation per statutory requirements.

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

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

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

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

**11.24** Monthly Progress Report and Schedules (if applicable)

The Consultant shall file with the Project Coordinator a monthly progress report and schedule for the Project. One copy shall be sent to the Project Coordinator in sufficient time to be received no later than the tenth day of the month immediately following the end of the month covered by the report.

Each report shall include a summary of accomplishment during the past month, a projection of work to be accomplished during the month the report is filed, and a long-range projection of work to be accomplished during the next three months. Any information requirements from UMUC and the dates such information is necessary in order to maintain the schedule shall be specifically identified in these reports.

A monthly report and schedule shall be submitted until the Project is completed.

The schedule shall clearly show (under "Remarks") the reason(s) for any delay(s) such as Project clarification or revision, delay in receipt of UMUC information or approvals, etc., and shall include the dates that each delay started and ended.

**12. LIVING WAGE**

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

12.2 The Living Wage Law does not apply to:

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

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

12.4. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

12.5. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

12.6. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- 12.7. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- 12.8. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- 12.9 Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- 12.10. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

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

**UNIVERSITY OF MARYLAND  
UNIVERSITY COLLEGE**

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

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

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

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

\_\_\_\_\_

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

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

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

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

**EXHIBIT A**

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

**CONTRACT AFFIDAVIT**

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

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

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

**C. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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



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

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C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

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

## APPENDIX D

### ELECTRONIC FUND TRANSFER SCHEDULE

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

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

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

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

## APPENDIX S

### SOLICITATION TERMS AND CONDITIONS

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

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

**2. General Requirement.**

Proposals must be made in the official name of the firm or individual under which business is conducted, showing the official business address, state in which it is incorporated or organized (if Proposer is not an individual) and must be signed by a duly authorized person. Proposals must be prepared in writing, simply and economically, providing a straightforward, concise description of the Proposer's proposal for meeting the required specifications of this procurement. Proposers must paginate each proposal volume and are requested to provide 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/Offeror is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption. By submitting a response to this solicitation, the Offeror agrees to accept payment by electronic fund transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form attached as Appendix D, the GAD X-10 Contractor EFT Registration Request Form. This form is to be submitted directly to the Comptroller's Office (not to UMUC). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is:

<http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp>

**10. Procurement Regulations.**

This RFP shall be conducted in accordance with USM Procurement Policies and Procedures. The procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at

<http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>.

**11. Confidentiality.**

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

the requesting party. That decision will take into consideration the Proposer's position regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.

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

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

**14. Proposal Affidavit and Certifications.**

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

**15. Economy of Preparation.**

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

**16. Multiple Proposals.**

Contractors may not submit more than one proposal.

**17. Alternate Solution Proposals.**

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

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

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

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

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

College's intent is not to direct the use of any particular subcontractor, however, the contractor will not contract with any such proposed person or entity to whom University of Maryland University College has a reasonable objection. Notification of such objection will be made by University of Maryland University College within 15 days of contract. The contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the contractor of liability.

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

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

**21. Arrearages.**

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

**22. Taxes.**

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

**23. RFP Response Materials.**

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

**24. Debriefing of Unsuccessful Offerors.**

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

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

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

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

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

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

**END OF APPENDIX S**