



UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL # 91439

Professional Staff Augmentation for Creative and Marketing Services

ISSUE DATE: SEPTEMBER 21, 2016

SIGNIFICANT MILESTONES:	TIME:	DATE:
Last Day for Questions	2:00 PM EDT	09/30 /2016
Pre-Proposal Conference	NA	
Technical Proposal Due Date	2:00 PM EDT	10/13/2016
Price Proposal Due Date	2:00 PM EDT	10/13 /2016
Oral Presentation/Discussion Date	Discussions are not anticipated at this time	

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

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
3501 University Boulevard East
Adelphi, Maryland 20783
www.umuc.edu

SOLICITATION SCHEDULE

RFP #91439

Issue Date:	September 21, 2016
Last Day for Questions:	September 30, 2016
Technical Proposal Due Date:	October 13, 2016 2:00 PM EDT
Price Proposal Due Date: To be submitted separately from Technical Proposal	October 13, 2016 2:00 PM EDT
Contractor(s) Selection Anticipated to be Finalized:	November 7, 2016
Agreements Executed by Selected Contractor(s):	November 14, 2016
Contract Commencement:	November 15, 2016

**PROFESSIONAL STAFF AUGMENTATION -
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
RFP #91439
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SECTION I. GENERAL INFORMATION

1. Summary.

1.1 Solicitation: The intent of this Request for Proposals (“RFP” or “Solicitation”) is to provide staffing agencies an opportunity to present their qualifications, experience, and conceptual approach to providing professional staffing services for the University of Maryland University College (UMUC) Office of Marketing and Communications. Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal (“Proposal” or “Offer”) from an Offeror of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail.

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

1.3 Background: UMUC specializes in high-quality academic programs that are convenient for busy professionals. Our programs are specifically tailored to fit into the demanding lives of those who wish to pursue a respected degree that can advance them personally and grow their careers. UMUC has earned a worldwide reputation for excellence as a comprehensive virtual university and, through a combination of classroom and distance-learning formats, provides educational opportunities to more than 80,000 students. The University is proud to offer highly acclaimed faculty and world-class student services to educate students online, throughout Maryland, across the United States, and in more than 20 countries and territories around the world. UMUC serves its students through undergraduate and graduate programs, noncredit leadership development, and customized programs. For more information regarding UMUC and its programs, visit www.umuc.edu.

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: Wendy Johnson
Assistant Director, Goods and Services
301-985-7148
wendy.johnson@umuc.edu

And

Eric Pfister
Senior Buyer, Information Technology
301-985-7095
Eric.pfister@umuc.edu

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

3. Questions and Inquiries.

All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to Wendy Johnson at wendy.johnson@umuc.edu and Eric Pfister at eric.pfister@umuc.edu. Inquiries will receive a written reply in the form of an Amendment and will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.

4. Pre-Proposal Conference.

A Pre-Proposal Conference will not be held.

5. Proposal Due Date Information and Number of Copies.

5.1 Technical and Price Proposals are to be received by the Issuing Office by the time and due date in accordance with the Solicitation Schedule and on the cover of this RFP. Technical and Price Proposals must be in separately sealed envelopes or containers labelled “Technical Proposal RFP 91439”, and “Price Proposal RFP #91439”. The proposing firm name should be clearly marked on each of the proposals. Failure to provide the Price and Technical Proposals separately may disqualify the Offeror’s Proposal. Offerors should clearly mark the original hard copy of the Technical Proposal, as this is considered by UMUC to be the official Offer from the Proposer.

The Technical Proposal must contain one original, plus four (4) copies, for a total of five (5). The Pricing Proposal must contain an original plus one (1) copy, for a total of two (2). In addition, a separate electronic version of each Proposal is to be provided. This can be in the form of a compact disc (CD), or a flash drive. Electronic versions are to be labeled with the proposing firm name and sealed within the corresponding proposal. By providing proposals in electronic format, Offeror grants UMUC the right to reproduce and distribute copies of the Pricing and Technical Proposals internally for evaluation purposes.

5.2 Late Proposal submissions will not be accepted. Proposals must be received in Room 4100 **no later** than 2:00 PM EDT on the due date. The University will not waive delay in delivery resulting from need to transport a Proposal from another campus location, or error or delay on the part of the carrier. Directions to the UMUC Issuing Office can be found at the website http://www.umuc.edu/visitors/locations/adelphi_building.cfm. It is your responsibility to review the directions prior to the due date to ensure timely submission.

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

5.4 The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by UMUC to be an Offer.

6. Acceptance of Terms and Conditions.

By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in the Contract included in this RFP. (See Appendix C). The RFP including all addenda in total shall be incorporated into the Contract by reference. A proposal that takes exception to these terms may be rejected.

7. Contractual Agreement and Term.

It is intended that multiple, non-exclusive contract(s) will result from this Solicitation. Any Contract(s) arising from this RFP action shall commence on the date the Contract is executed on behalf of UMUC, or such other date as UMUC and the Contractor shall agree. The initial term of the Contract is anticipated to start on or around November 15, 2016, and continue through June 30, 2017. There will be three (3) one-year renewal options at the sole discretion of UMUC.

8. Confidentiality of UMUC's and Offeror's Information.

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

9. Post-Award Confidentiality.

Refer to Appendix C for the confidentiality obligations of awardees and UMUC.

SECTION II. SCOPE OF WORK

1. Purpose/Description.

UMUC is soliciting proposals from professional temporary staffing firms for Creative and Marketing related positions for the following departments.

(Additional departments and positions may be added as needed):

- Strategic Enrollment Management
- Brand Marketing Communications
- Digital User Experience
- Marketing and Web Production
- Communications
- Advertising
- Marketing

It is anticipated that multiple awards will result from this solicitation. UMUC has locations in Adelphi, Maryland and two locations in Largo, Maryland. There may also be a need for placement at other UMUC locations in the Maryland, DC, and Virginia area.

2. Scope of Work.

2.1 General. UMUC is seeking multiple proposers to provide Creative and Marketing professional staffing services. The length of assignments will vary.

The positions listed below are examples of recently filled positions. Proposers shall submit two (2) resumes from its current inventory of creative professionals for each position listed below. Proposers shall redact all Personal Identifying Information (PII) from resumes.

Note – The position descriptions are further detailed in Appendix A.6 - 91439 Job Descriptions

1. Project Manager
2. Senior Marketing Writer and Editor
3. Marketing Coordinator
4. UX Designer; *digital portfolio required*
5. Web Content Analyst
6. Senior Graphic Designer; *digital portfolio required*
7. Senior Writer/Editorial Director
8. Front End Developer
9. Production Specialist
10. Quality Assurance Analyst

Proposers should have experience in placing similar professional creative staff in the metropolitan Washington, DC area. A local office/branch is preferred in order to provide the level of customer service expected by UMUC.

2.1.1. Staffing Requests: As needed, UMUC Procurement will issue staffing requests, in no particular order, to any of the awarded firms. UMUC has the right to make staffing requests to any one or more of the firms of its choosing. The request will include the position title and description, required education and experience, confidential information to which personnel would have access, start date, approximate end date, work hours, and location of assignment. The Contractor shall respond with a confirmation of receipt of the UMUC staffing request. Candidate resumes shall be provided within two (2) business days, unless otherwise agreed upon. UMUC will make an attempt to provide the Contractor with sufficient time for a response. However, the nature of its business is such that staffing demands can change rapidly. On occasion, the Contractor may be asked to respond within 24 hours.

Each response to a UMUC staffing request shall include candidate name(s), resumes, hourly rate, and hourly market rate justification. At least two (2) candidates per staffing request are preferred. Candidates shall possess the required minimum qualifications as outlined in UMUC's staffing request(s). UMUC reserves the right to interview the candidates by phone or in person, at its sole discretion. UMUC reserves the right to negotiate rates with the Contractor. UMUC may request further candidates, if necessary.

2.1.2. Hours of Work: The UMUC hiring manager will determine the working hours for each position. The Contractor will be compensated for the actual hours during which services are performed, excluding lunch, not to exceed eight (8) hours per day. Under no circumstances will overtime (above 40 hours per week) be compensated unless prior written approval is provided by the UMUC hiring manager. UMUC does not reimburse for parking at UMUC locations. Services will generally not be required during UMUC holidays, or when UMUC is closed for inclement weather. UMUC does not anticipate the need for personnel to work remotely at this time.

2.1.3. Conduct: It is expected that personnel will dress appropriately for the position and act in a professional and courteous manner at all times. Some personnel may be assigned to positions where confidential student or financial information is available and may be asked to sign confidentiality agreements and/or non-disclosure agreements.

2.1.4. Compensation: The Contractor shall be responsible for any compensation due to its personnel in accordance with the requirements of the Fair Labor Standards Act. The temporary personnel shall remain the employees of the staffing agency and shall not be considered employees of UMUC.

2.1.5. Taxes and Compliance: The Contractor shall be responsible for withholding federal, state, and local taxes, unemployment insurance, and any other tax or withholding required by law. In the event the Contractor fails to comply with all applicable labor laws, legally required tax withholding, wage and hour laws and employment discrimination laws, and any claim based upon such non-compliance is pursued against UMUC, the Contractor shall indemnify and hold harmless UMUC for any and all costs and liabilities incurred, including reasonable attorney's fees. In the event the Contractor or its employees are determined by a governmental body to be employees of UMUC, the staffing agency shall indemnify and hold harmless UMUC for any and all costs and liabilities incurred, including reasonable attorney's fees.

2.1.6. Background and Reference Checks: The Contractor shall perform mandatory background and reference checks on all UMUC candidates. The required background checks shall include, but may not be limited to the following:

- Social Security Number verification,
- Criminal background check,
- Date of birth verification,
- Employment verification,
- Education verification

The Contractor shall be financially responsible for the background checks on all candidates. There will be no billing or charge to UMUC for contractor fees associated with background checks. The Technical Proposal shall confirm acknowledgement of the mandatory checks, outline the background check process, the length of time needed to complete the process, and how long the background check is valid. Refer to Appendix A.3

2.1.7. Additional Positions: The ten (10) positions described in Section 2.1 are a sampling of the types of positions that may be needed. Additional positions may be requested as needed during the term of the contract. Contractor shall include hourly market rate justification for all proposed candidates in response to a UMUC staffing request.

2.1.8. Hourly Rate and Rate Escalation: Hourly rates shall be fully loaded and shall be capped for the first year of the contract. UMUC reserves the right to negotiate rates at any time. There are no reimbursables, including travel and parking. On rare occasions, and only with prior approval from the UMUC hiring manager, there may be a need for personnel to attend a specialized training event. In this case, and at the discretion of UMUC, either the training cost or the time worked will be reimbursed, not both.

2.1.9. Replacements: Upon notice by UMUC, the Contractor shall furnish replacements for any personnel deemed unacceptable by UMUC. A replacement will be requested if assigned personnel do not perform the tasks as requested, has poor attendance, or has engaged in misconduct. Examples of misconduct include, but are not limited to, verbal or physical altercations, improper use of UMUC computers or networks, excessive use of phone or computers for personal business, theft or misuse of UMUC or other's property, or the disclosure of any confidential information.

2.1.10. Long Term Personnel Discount: UMUC reserves the right to negotiate rates for long term placements on a case by case basis.

2.1.11. Conversion: If UMUC hires an individual who has worked on a temporary basis, payments to the Contractor shall cease on the start date of UMUC employment. UMUC shall not be responsible for any additional charges beyond the hourly rate for the time worked. Conversion rates shall be based on the length of the temporary assignment. It is preferred that temporary personnel that are converted to direct hires shall be warranted for a period of at least 90 days after conversion. If at any time during the warranted period UMUC determines that the placement is unacceptable, or the employee leaves the employment of UMUC for any reason, the

fee shall be refunded on a pro-rated basis. Conversion rates shall be outlined in the Pricing Form. Refer to Appendix B.2

2.1.12. Direct Hire Recruitment. It is preferred that permanent placements are warranted for at least 90 days. If at any time during the warranted period UMUC determines the placement unacceptable, or the employee leaves the employment of UMUC for any reason, the fee will be refunded on a pro-rated basis. Direct hire recruitment rates shall be outlined in the Pricing Proposal. Refer to Appendix B.2

2.1.13. Procurement Card Payments: Smaller assignments may be paid by UMUC's Procurement (credit) card (P-Card). UMUC shall not be charged for any additional bank fees incurred by the Contractor. UMUC is currently banking with U.S. Bank.

2.1.14. Purchase Order Payments: A UMUC purchase order will be issued for the majority of assignments. It is preferred that invoices are submitted on a weekly basis. UMUC processes invoices through the State of Maryland on a Net 30 day basis.

2.1.15. Failure to Deliver: In the event a Contractor fails to deliver the services in accordance with the Contract, UMUC shall have the right to secure the services elsewhere and deduct costs incurred as a result of such failure to deliver. If the Contractor fails to perform any combination of, but not limited to, the following, the Contract may be terminated without penalty immediately:

- Provide personnel that meet position qualifications;
- Provide personnel within the response time;
- Replace unqualified personnel with qualified personnel in accordance with position specifications

2.2 Contractor's Account Manager. The Account Manager is a key player and is responsible for the overall success and establishing a relationship with UMUC. The Contractor shall assign a highly qualified and experienced Account Manager to UMUC. It is preferred that the Account Manager have at least three (3) years of experience as an Account Manager for creative professional staffing. The Account Manager shall familiarize him/herself with UMUC's culture and environment to ensure appropriate placements. The Account Manager may be required to meet with the Procurement Officer, and/or the UMUC hiring manager. Therefore, it is preferred that the Account Manager be located in the metropolitan Washington, DC area. Proposers shall provide three (3) recent local clients managed by the proposed Account Manager. Responses shall include date of latest engagement, client's contact name, address, phone number, and position title. This information is in addition to Appendix A.5, Firm Experience and References. The Account Manager shall provide quarterly (or otherwise agreed upon interval) usage reports and assist in resolving billing inquiries. By submitting the name of the Account Manager, the Proposer is committing the individual to UMUC for the contract period. No personnel change will be permitted without prior notification to UMUC.

2.3 Security. Shortlisted vendors may be required to complete UMUC's Third Party Security Survey which will be provided at a later date.

SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 1. TECHNICAL PROPOSAL REQUIREMENTS

1. General Requirements.

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

1.2 Signing of Forms: A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

2. Initial Technical Criteria.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Offerors must paginate the Technical Proposal.

The following information shall be furnished in the Technical Proposal per this solicitation, as more fully described below in items 2.1 through 2.10. Failure to include any of the items listed below may disqualify your firm's response. Offerors are requested to compile their Proposals in the same order. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for UMUC.

2.1 Approach: Describe how your firm will service the UMUC account. The description shall include detailed information on the process in which your agency provides creative staffing placements from initial request to final invoicing. Provide two (2) candidate resumes and digital portfolios as requested for each of the Position Descriptions contained in this solicitation. See Appendix A.6 - 91439 Job Descriptions. **Do not include hourly rates in the Technical Proposal.**

2.1.1 Types of Professional Staff Placed. Provide examples of creative personnel that have been placed with other local clients. Include type of position and length of assignment.

2.1.2 Recruitment Methods Used and Bench Strength. Describe how personnel are recruited and requests for staffing positions are fulfilled. Provide types and number of placements and the average length of time resumes have been maintained on file.

2.1.3 Use of Sub-Contractors for Recruitment. If applicable, describe how sub-contractors or partners are used in recruiting efforts. Describe how rates are determined when using sub-contractors. Provide a list of firms, if any, that are used.

2.2 Staffing Organization and Proposed Key Personnel Qualifications: Provide an Organizational Chart of your company. Provide the name and resume of the proposed Account Manager and Recruiter (if applicable) to be assigned to UMUC. It is preferred that the proposed Account Manager have at least three (3) years of experience with creative staffing while in the role of Account Manager. Provide three (3) recent clients in which the proposed Account Manager held a similar position. Indicate other key personnel that will be assigned to UMUC and his/her role on the contract. Provide a brief summary of each of these professional staff members' qualifications. Include education, employment history, and all relevant experience.

2.3 Firm Experience and References: See Appendix A.5
Provide at least three (3) current clients of the proposing firm. Local to Maryland, DC, Virginia, Universities, colleges, or other clients similar to UMUC are preferred. Proposers are to provide this information as part of the Technical Proposal. However, UMUC will check references only of the clients of the shortlisted Proposing Firms. UMUC reserves the right to verify all information given as well as to check any other sources available, including itself, as a reference by the Proposer.

2.4 Vendor Questionnaire: See Appendix A.3
Provide details on benefits, background checks, insurance, etc.

2.5 Firm Profile: See Appendix A.4
Provide details on company history, number of employees, financial attestation, and annual sales volume for 2014 and 2015. It is mandatory that proposing firms have a minimum of three (3) years of experience with Creative professional staffing. Firms shall provide a statement or attestation of its financial condition to confirm that it has adequate financial resources to support its Technical Proposal response. Such statement and/or attestation may include: financial statements (unaudited) for the past three (3) years, audited financial statements for the past three (3) years, prospectus of publicly traded firms, letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement), or any other documentation that the firm feels adequately attests to its financial resource viability. Such documentation is to be provided solely with the Technical Proposal.

2.6 Special/Unique Qualifications:

Provide a narrative that details the special/unique qualifications and/or experiences of the Proposer and/or any member of its team, which make it uniquely capable to provide professional creative staffing services to UMUC. Special firm and/or individual expertise is to be included.

2.7 Proposal Affidavit: See Appendix A.2

Complete and sign the Proposal Affidavit.

2.8 Insurance:

Provide a copy of a Certificate of Insurance verifying your firm's Coverage.

2.9 Acknowledgement of Receipt of Addenda Form: See Appendix A.1

If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form must be completed, signed, and included in the Offeror's Technical Proposal.

2.10 Acknowledgement of Review of Contract: See Appendix C.1

The UMUC Contract for this Procurement will contain the provisions in Appendix C.1. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C.1 and will execute a contract with these mandatory terms and conditions. A proposal that takes exceptions to these contract terms may disqualify the Offeror.

3. Modifications of Technical Proposal.

Offerors may modify their Technical Proposals by e-mail or facsimile communication at any time prior to the due date and time. Technical Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the University.

SECTION III
ARTICLE 2. TECHNICAL EVALUATION PROCESS

1. Qualifying Proposals.

1.1 Procurement Officer Review: The Procurement Officer shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP (i.e., susceptibility of award). Failure to comply with any mandatory requirement will normally disqualify a Proposal. Bidders providing incomplete and/or inaccurate information may be subject to rejection of their bid as nonresponsive. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so and when permitted by law.

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

2. Technical Evaluation of Qualifying Proposals.

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

2.2 Shortlisting: In accordance with the Evaluation Criteria set forth in Article 1, § 2, a shortlist shall be developed based on the Initial Technical Evaluation results. All Offerors will be notified of the results as they pertain to their respective Technical Proposal.

3. Oral Presentations/Discussion Sessions.

3.1 Purpose: *(Discussion Sessions are not anticipated at this time.)*

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

- (i) To allow the University to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed services and,

(ii) To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

3.2 Format: The Discussion Session will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. Each shortlisted Offeror will be required to have the Principal in Charge and UMUC's proposed Account Manager.

4. Second Phase Technical Evaluation.

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

4.2 Process: Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Offerors will be notified of the results of the Technical Evaluation as they pertain to their respective Technical Proposals. It is UMUC's intent to incorporate references prior to establishing the final shortlist of proposals.

SECTION III
ARTICLE 3. PRICE PROPOSALS

1. Submission.

Price Proposals must be received at the Issuing Office by the specified due date and time per the Solicitation Schedule. All Offerors must use the Price Proposal form included in Appendix B. The original must be clearly labeled as this is the official Offer from the Proposer. Only the Price Proposals of those Offerors remaining on the final shortlist following the completion of the Technical Evaluation will be opened, which will be done privately. Price Proposals from the Offerors not shortlisted will be returned unopened.

2. Content.

The Price Proposal should consist of all pricing as outlined in the Price Proposal Form. The quoted hourly rates shall be in effect for the initial year of the Contract. The University will consider adjustments to labor rates only based upon federal minimum wage increases, increases in Maryland Living Wage, and increases in the Consumer Price Index (CPI), as published by the Bureau of Labor Standards in February of the appropriate year (*i.e.*, for a 7/1/16 renewal the University will look at the CPI published for February 2016, and so on). Requested increases above a 5% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit a request in writing to the UMUC Procurement Office sixty (60) days prior to the yearly expiration date. The request must specify any change in the hourly labor rate wage to be paid to employees during the renewal term. The University will not consider late requests for adjustments. Increases that are cumulative for prior years will not be considered. For example, if the Contractor does not request an increase for the first renewal year and then requests an increase for the second renewal year, the Contractor cannot include a cumulative amount which includes the first renewal year.

3. Evaluation.

Price Proposals will be evaluated based on the rates and fees provided. The University may elect to request Best and Final Price Proposals (BAFO's).

SECTION III
ARTICLE 4. FINAL EVALUATION, RANKING AND SELECTION

1. Recommendation of Award or Further Discussions.

The Committee may recommend an Offeror for contract award based upon the Offeror's Technical Proposal and Price Proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State of Maryland, the Committee may recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

2. Final Ranking and Selection.

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

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

3. Debriefing.

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

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

APPENDIX A

TECHNICAL PROPOSAL FORMS

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

- A.1 Acknowledgement of Receipt of Addenda Form
- A.2 Bid Proposal/Affidavit
- A.3 Vendor Questionnaire
- A.4 Firm Profile
- A.5 Firm Experience and References
- A.6 Job Descriptions

If an Offeror fails to submit with its Technical Proposal all forms as required by this solicitation, the Procurement Officer may deem the bid non-responsive or may determine that the Offer is not reasonably susceptible of being selected for award. This may be deemed non-curable.

APPENDIX A.1

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91439

TECHNICAL PROPOSAL DUE DATE: October 13, 2016 at 2:00 PM EDT

RFP FOR: Professional Staff Augmentation for Creative and Marketing Services

NAME OF OFFEROR: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

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

Signature

Printed Name

Title

APPENDIX A.2

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 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 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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the 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, or any of its employees directly involved in 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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated code of Maryland will provide, directly or indirectly, supplies, services, architectural services, 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 the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require 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 under which the person receives in the aggregate \$10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of \$100 to a candidate 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;

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state.)

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

M. CONTINGENT FEES

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

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "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.

B. "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.

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

D. 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):

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

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:
(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

P. ACKNOWLEDGMENT

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

Company Name: _____

FEIN No: _____

APPENDIX A.3

VENDOR QUESTIONNAIRE

1. Describe the Health/Dental/Life Insurance provided to temporary personnel and the number of work hours required to qualify.
2. List the approximate number and type of temporary candidates currently available.
Total candidates _____
3. Confirm that you provide basic skills proficiency testing. Yes No
List the basic skills tests that your company uses for proficiency testing applicants prior to assigning them.
4. Do you offer training to temporary personnel? Yes No
If yes, describe the training options available.
5. What benefits do you provide to your temporary personnel?
 Medical Dental Sick Leave Holiday Pay Vacation Pay
6. Describe your pre-employment screening procedures.
7. How do you recruit for specialty positions that you do not currently have available?
8. Describe your replacement and credit policy for an unsatisfactory personnel placement.
9. Describe the role of the Account Manager in comparison to the role of the Recruiter.
10. Describe the follow-up, if any, provided by your firm for new assignments.
11. Are there periodic evaluations of temporary personnel performance? If yes, describe.
12. What programs do you have for recruitment and retention of temporary personnel?
13. Explain how your firm ensures that the proposed hourly rates are within fair market value.
14. Describe your policy in place in case of illness.
15. How often are personnel paid? _____
16. The minimum time charge for temporary personnel is (if any): _____
17. How are billing problems handled? _____
18. What are the policies if UMUC should hire your temporary personnel to fill a permanent position?
19. What is your procedure if one of your temporary personnel should be injured on the job?
20. What is your reference check policy and procedure?
21. What is your background check policy and procedure? Can your firm agree to UMUC's mandatory background checks as outlined in the solicitation? _____

Note: UMUC requires specific background and reference checks for each placement. Describe what is included in your standard background check, the average length of time for completion, and the process of notification to UMUC once the check is completed. UMUC shall not be charged for standard background checks.

22. Do you check right to work in the United States status for every individual?

Yes No

23. Confirm that you provide workmen's compensation and liability insurance for temporary personnel. Yes No

24. Provide your time-keeping procedures.

25. Have any contracts been terminated or not renewed within the last three (3) years?

Company Name: _____

Reason for non-renewal or termination: _____

26. Provide a detailed description of your specialty areas and types of positions you have placed in the past six (6) months.

27. Describe your experience with placing candidates with specific creative/marketing skills.

28. Provide your annual sales volume for 2014 and 2015 (if available).

29. How often are invoices submitted? Is your firm able to submit invoices on a weekly basis?

APPENDIX A.4

FIRM PROFILE

1. Company Name: _____
FED ID Number: _____ Website Address: _____
Contact name and email for purposes of this solicitation: _____
2. Company address and location: _____
The local office serving UMUC: _____
3. Number of permanent full-time employees serving the Maryland area _____
4. How many years in business under this firm name? _____
5. Areas of specialization: _____
6. Most frequent position titles/jobs. 6a. _____
6b. _____
6c. _____
6d. _____
7. Company Management: Provide names and years with the Company:
 - a. President/Owner: _____ #Years with firm: _____
 - b. Proposed Account Manager for the UMUC account: _____
#Years with firm: _____
 - c. Number of current accounts the Account Manager is responsible for _____
 - d. Recruiter who would be assigned to the UMUC account: (if applicable)
_____ #Years with firm: _____Provide resumes for Account Manager and Recruiter.
8. Insurance: Provide a Certificate of Insurance with Technical Proposal. Refer to Section 10.23
9. Qualified as Small Business? Refer to Appendix F.
Small Business Certification Number: _____
10. MBE Certification Number: _____
11. Provide a statement or attestation of your financial condition.
12. Is your firm eligible to do business in the state of Maryland? Provide the vendor registration number. _____
13. Is your firm Payment Card Industry (“PCI”) compliant? _____
Submit a PCI Compliance and Validation Assessment/Report with your technical response.
14. Are subcontractors currently being used to assist in recruiting potential candidates?
If so, explain the mark-up process and how you determine whether to use a subcontractor on a candidate request.

APPENDIX A.5

FIRM EXPERIENCE and REFERENCES

Complete this form and provide names of at least three (3) local clients with which you have placed Creative/Marketing personnel in the past year. List any experience with the University System of Maryland, or other Universities/colleges. These may be used for Reference checks. UMUC may contact other references, including itself as part of the evaluation.

1. Company Name and Address: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Positions provided (incl. dates): _____

Account Manager assigned to this organization: _____

2. Company Name and Address _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Positions provided (incl. dates): _____

Account Manager assigned to this organization: _____

3. Company Name and Address: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Positions provided (incl. dates): _____

Account Manager assigned to this organization: _____

4. Company Name and Address: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Positions provided (incl. dates): _____

Account Manager assigned to this organization: _____

APPENDIX A.6

91439 JOB DESCRIPTIONS

1. Project Manager
2. Senior Marketing Writer and Editor
3. Marketing Coordinator
4. User Experience (UX) Designer; *digital portfolio required*
5. Web Content Analyst
6. Senior Graphic Designer; *digital portfolio required*
7. Senior Writer/Editorial Director
8. Front End Developer
9. Production Specialist
10. Quality Assurance Analyst

Project Manager - Job Description #1

University of Maryland University College (UMUC) seeks a project manager in the Office of Digital User Experience. Reporting to the DUX Project Manager, the project manager will be responsible for a range of project support and management tasks to ensure the successful execution of Digital User Experience initiatives in accordance with the agreed upon objectives, scope, timeline and budget of the request. These duties will include gathering and refining project objectives and requirements, helping to set project strategy and define project plans, managing stakeholder engagement, and working with partners in the DUX team to identify resource needs and communicate project priorities. It is anticipated that multiple concurrent projects will be in progress at any one time and will typically involve and impact multiple UMUC departments. The ideal candidate will have the ability to respond to status requests on demand, be a self-starter, and exceptionally organized and comfortable with enforcing timelines across internal resources and external clients. The Project Manager should be highly collaborative, resourceful and flexible, with the ability to develop creative solutions and prioritize based on a changing environment.

SPECIFIC RESPONSIBILITIES INCLUDE:

- Manage both the intake of project requests and DUX initiated projects to manage expectations, define scope, define timelines, and support the DUX team in helping to define strategic requirements and benefits for the project
- Work cross-functionally across UMUC departments to manage stakeholder engagement and resolve conflicts
- Manage the execution of projects by working with the DUX team and, as needed, the creative services and marketing project management teams, to ensure project needs and objectives are clearly communicated and teams have all necessary documentation and assets to fulfill the needs of the project
- Monitor project timelines, budgets, and scope to ensure all projects deliver stated scope on time and on budget
- Perform other job related duties as assigned

REQUIRED EDUCATION AND EXPERIENCE:

- Bachelor's degree from an accredited institution of higher learning
- Three (3) to five (5) years of related experience
- Experience in WorkFront Project Management System

Senior Marketing Writer and Editor – Job Description #2

University of Maryland University College (UMUC) seeks a Senior Marketing Writer/Editor who will report to the Manager of Marketing and Digital Content. This role will be responsible for developing print and digital content to drive leads and applications to the university. Successful candidates will have a proven track record of creating content to drive interest, engagement, and lead generation. The Senior Writer/Editor is expected to maintain up-to-date knowledge of best practices, search engine optimization, content marketing trends, and higher education best practices.

SPECIFIC RESPONSIBILITIES INCLUDE:

- Write and edit content across multiple channels that drive enrollment; including the university website, landing pages, e-mail marketing campaigns, web banner ads, print ads, social media, collateral
- Structure web content and metadata for search engine optimization
- Work collaboratively on large-scale web updates, providing guidance on information architecture, navigation, and content strategies. Coordinate with technical developers, web producers, and web designers to ensure the finished product meets content strategy goals and user experience expectations
- Conduct independent research online and through interviews with internal faculty and staff subject matter experts, students, and alumni
- Ensure that online content aligns with brand messaging, research, and insights; is complete and accurate; is consistent in style, quality, and tone of voice; is optimized for search engines; and fosters engagement, retention, lead generation, and user experience
- Coordinate with internal video and social media teams to generate new project plans; collaborate with writing team to plan video projects, social media content development, and content marketing development that drive interaction, social sharing, and lead generation
- Perform quality assurance checks on his/her work and the work of colleagues

REQUIRED EDUCATION AND EXPERIENCE:

- Bachelor's degree in marketing, communications or related field
- 5 to 7 years of marketing and/or content development experience
- Working knowledge of HTML, CSS, and Web Content Management Systems
- Experience using Google Analytics
- Proven editorial skills and mastery of the English language
- Desire to continue learning and adapting in a constantly changing digital communications environment
- Ability to think strategically and analytically
- Excellent presentation, communication, persuasion, and negotiation skills
- Ability to execute and manage multiple projects simultaneously under tight deadlines
- Ability to remain positive amid constructive criticism and feedback

Continued on next page

Senior Marketing Writer and Editor – Job Description #2 (continued)

PREFERRED EXPERIENCE:

- Experience on a large-scale website redesign and rebuild project
- Experience in e-mail marketing
- Experience developing print and digital advertising/web banner ads and landing pages
- Master's degree preferred

Marketing Coordinator, Office of Marketing – Job Description #3

University of Maryland University College (UMUC) seeks a marketing coordinator in the Office of Marketing. Reporting to the marketing manager, the marketing coordinator will be responsible for managing the day-to-day intake of marketing requests, submitting projects and all necessary documentation to the creative services team and manage the execution of those requests, ensuring all projects are delivered in accordance with the agreed upon objectives, scope, timeline and budget of the request. The ideal candidate will have the ability to respond to status requests on demand, be a self-starter, and exceptionally organized and comfortable with enforcing timelines across internal resources and external clients. This person will also be highly collaborative, resourceful and flexible, with the ability to develop creative solutions and prioritize based on a changing environment. The coordinator will gain a full understanding of client needs, objectives, and project requirements. They will also be responsible for putting forward recommendations on optimal projects deliverables based on the comprehensive knowledge they gain of what marketing services are available, what marketing channels are best suited to serve the clients objectives and what limitations are present.

SPECIFIC RESPONSIBILITIES INCLUDE:

- Manage intake of project requests, manage expectations, define scope, timelines and support the partner marketing team in helping the client to define strategic requirements for the project
- Manage the execution of projects by working with the creative services teams to ensure project needs and objectives are clearly communicated, teams have all necessary documentation and creative assets to fulfill the needs of the project
- Work between the marketing manager, client and marketing teams to resolve questions or obstacles that may hinder the progress of a project
- Monitor project timelines and budgets to ensure all projects are on-time and on-budget
- Work with the creative services teams to gain a full understanding of marketing channels, capabilities and limitations in order to help the client identify optimal options to achieve their business objectives (to include but not limited to online, offline, events, direct mail, collateral, PR, social media)
- Work with the analytics and web development team to set up campaign tracking and reporting standards in order to capture the success of campaigns and provide recommendations to the partner marketing team and the client on future actions or considerations for similar marketing activities
- Perform other job related duties as assigned

REQUIRED EDUCATION AND EXPERIENCE:

- Bachelor's degree from an accredited institution of higher learning
- Three (3) to five (5) years of related experience
- Experience in WorkFront Project Management System a plus

User Experience (UX) Designer – Job Description #4

University of Maryland University College seeks a User Experience (UX) Designer in the Digital User Experience group. Reporting to the Senior User Experience Designer and Usability Researcher, the UX Designer will be responsible for creating website and application mock-ups, specifications, and design skins. The UX Designer will be expected to work collaboratively with project managers, business analysts, web producers, writers, graphic designers, developers, and QA resources. The UX Designer will also interface with university stakeholders and clients to solicit requirements and understand business needs.

SPECIFIC RESPONSIBILITIES INCLUDE:

- Facilitate business requirement gathering and consolidation
- Design, build, and analyze usability tests, including think-aloud studies, surveys, clickable prototype tests, card sorts, and tree tests using UserZoom
- Generate as-is and to-be flow diagrams using LucidChart
- Develop lo-fi mock-ups for desktop, tablet, and mobile devices using Balsamiq
- Develop interactive prototypes using Axure
- Advocate for user experience and mobile/tablet design interaction best practices
- Balance the needs of the users with the needs of the business to create effective designs
- Manage change control and version control for designs and requirements
- Apply UMUC design and UX standards to all deliverables

REQUIRED EDUCATION AND EXPERIENCE:

- Bachelor's degree in information science, interaction design, graphic design, web development, or a related field from an accredited institution of higher learning
- Minimum of 3 years of experience in UX design
- Experience designing mobile applications and responsive websites
- Experience developing and executing usability tests
- Familiarity with user-centered design and human-computer interaction principles
- Experience using Balsamiq, Axure, UserZoom, LucidChart, or similar tools
- Experience using Adobe Creative Suite
- Ability to work independently
- Strong time management skills

PREFERRED EDUCATION AND EXPERIENCE:

- Knowledge of Section 508 web accessibility compliance regulations
- Experience coding in HTML 5 and CSS 3
- Learning design or higher education industry experience

Digital Portfolio required

Web Content Analyst – Job Description #5

University of Maryland University College seeks a Web Content Analyst in the Digital User Experience group. Reporting to the Content Strategy Manager, the Web Content Analyst will be responsible for assist in the planning and migration of web content within a Content Management System. The Web Content Analyst will be expected to work collaboratively with project managers, business analysts, web producers, writers, graphic designers, developers, and QA resources. The Web Content Analyst will also interface with university stakeholders and clients to solicit requirements and understand content gaps and needs.

SPECIFIC RESPONSIBILITIES INCLUDE:

- Evaluate, analyze, and document content relationships to identify gaps and duplication
- Evaluate content for incorporation into information architecture systems
- Create detailed content matrix documentation mapping current content to new architecture
- Optimize content for web readability, usable layout, SEO, and accessibility best practices
- Write meta data, headlines, and introductory text
- Apply UMUC Style and Chicago Manual of Style
- Translate content into structured fields for reuse in content repository database
- Manipulate content in a web Content Management System WYSIWYG editor

REQUIRED EDUCATION AND EXPERIENCE:

- Bachelor's degree in communications, marketing, information science, or a related field from an accredited institution of higher learning
- Minimum of 2 to 3 years of experience writing for the web
- Minimum of 2 to 3 years of experience using web Content Management Systems
- Demonstrated editorial expertise, including meticulous attention to detail and accuracy and strong writing, editing, and proofreading skills
- Ability to work independently
- High tolerance for repetitive and sometimes tedious tasks
- Strong time management skills

PREFERRED EDUCATION AND EXPERIENCE:

- Experience in a complex website migration of more than 1,000 pages
- Knowledge of SEO best practices
- Knowledge of Section 508 web accessibility compliance regulations
- Knowledge of HTML 5 and CSS 3
- Advanced knowledge of Microsoft Excel/Google Sheets and experience using formulas to manipulate textual content

Senior Graphic Designer, Office of Marketing – Job Description #6

The Senior Graphic Designer will be responsible for designing a variety of materials to promote University of Maryland University College including, but not limited to, major publications (schedules, catalogs, and collateral brochures), direct mail, advertising, social media, web pages and banners, posters, invitations, and exhibits.

SPECIFIC RESPONSIBILITIES INCLUDE:

- Conceptualize and design communications as well as presenting concepts to internal clients Manage projects and related paperwork. Communicate the status of projects to production, the art director, and clients
- Work with university staff and printers to create marketing communications that are results-oriented
- Attend press checks and new project kickoff meetings
- Coordinate photography/illustration needs and design priorities with production scheduling
- Perform other job-related duties as assigned
- Be the LEAD on Social Media and review and assign up to 30 memes per month
- Work closely with UMUC freelance designers

REQUIRED EDUCATION AND EXPERIENCE:

- BA/BS/BFA degree in Graphic Design
- Four to seven years of experience in conceptualizing, designing, and producing a wide variety of projects, including marketing collateral, publications, advertising, online communications, and corporate identity
- Have the ability to develop design strategies that convey a strong institutional identity and are effective in recruiting and retaining adult students
- Strong oral and written communication skills
- Excellent organizational skills and strong project management skills
- Flexible team player; detail and deadline oriented; a problem solver; and have the ability to multi-task
- Expert knowledge of Adobe Creative Cloud InDesign, Photoshop, Adobe Illustrator, and Acrobat

PREFERRED EDUCATION AND EXPERIENCE:

- Strong creative skills with a strong typographic sense
- Skilled at designing effective marketing materials
- Experience working in a multicultural environment is a plus

Digital portfolio required

Senior Writer/Editorial Director – Job Description #7

University of Maryland University College (UMUC) seeks a Senior Writer/Editorial Director in the Office of Institutional Marketing. The Senior Writer/Editorial Director will fill a leadership role in Creative Services, working in cooperation with the traffic manager to smooth workflow, assigning projects to (and supervising) a small editorial staff of full and part-time employees, and providing guidance and feedback as needed.

SPECIFIC RESPONSIBILITIES INCLUDE:

- Review copy to ensure that it is clear and concise, focused on results, and consistent with university style and voice
- Work closely with the art director and design staff to ensure that copy coordinates with design to meet client objectives and maximize impact
- Serve as a primary internal source of copy and concepts for a variety of university communications, primarily advertising, direct mail, and marketing collateral, but also newsletters and magazines, posters and exhibits, broadcast e-mail and web pages, schedules and catalogs, scripts and presentations
- Attend project kickoff meetings
- Work with account representatives and design staff to clarify client objectives
- Focus copywriting and editorial efforts
- Suggest communication strategies as appropriate

REQUIRED EDUCATION AND EXPERIENCE:

- BA or BS degree in English, journalism, communications, or a related field
- Seven years of professional experience as an editor and writer or copywriter
- One year of experience in a supervisory or managerial role
- Meticulous editor and highly productive writer
- Comfortable in a leadership role, with a flair for producing persuasive, results oriented copy, and the ability manage multiple projects and personalities on short deadlines with a positive, professional, and friendly demeanor
- Computer-savvy and proficient in Microsoft Word
- All applicants will be required to pass writing and editing tests

PREFERRED EDUCATION AND EXPERIENCE:

- MA or MS strongly preferred
- Mac experience preferred
- Familiarity with InDesign and Quark strongly preferred

Front End Developer – Job Description #8

University of Maryland University College (UMUC) Digital User Experience (DUX) Team seeks a Front End Developer who will work with the DUX team, IT back application developers and stakeholders from across the university to develop and maintain the UMUC website and the user interfaces for related web based applications.

SPECIFIC RESPONSIBILITIES INCLUDE:

- Creates user interface solutions by designing, developing, implementing, and maintaining web-based applications
- Analyzes user interface requirements and generates applicable design documentation
- Develops user interfaces solutions using HTML5, CSS3, Cold Fusion, and JavaScript
- Integrates applications by designing database architectures and utilizing web services to interact and transform data
- Completes applications development by coordinating requirements, schedules, and activities; contributing to team meetings; and troubleshooting development and production problems across multiple environments

REQUIRED EDUCATION AND EXPERIENCE:

- Bachelor's degree in computer Science or related field
- 3-5 years of related experience in developing websites and web applications
- Experience working with content management systems
- Agile methodologies
- Knowledge of development workflows including pull requests, code reviews, code repositories

Production Specialist – Job Description #9

University of Maryland University College (UMUC) Digital User Experience (DUX) Team seeks Production Specialist who will work with the DUX team, Marketing Project Managers, Editors, and Designers, and stakeholders from across the university to create and maintain website pages and emails.

SPECIFIC RESPONSIBILITIES INCLUDE:

- Reviews project requests and implements new and/or changes to existing web pages, HTML emails, and other types of digital messaging
- Manipulates content elements to produce final pages within the framework of existing tools and websites
- Creates and edits content on the UMUC Web properties, electronic newsletters, e-mails, and other electronic media
- Reviews web content for basic grammar, punctuation, and alignment with brand guidelines
- Ensures final pages accurately reflect project requests

REQUIRED EDUCATION AND EXPERIENCE:

- Bachelor's degree in a technical field
- One (1) to three (3) years of related experience in creating and maintaining content on websites
- Experience working with content management systems

Quality Assurance Analyst – Job Description #10

University of Maryland University College (UMUC) Digital User Experience (DUX) Team seeks Quality Assurance Analyst who will work with the DUX team and stakeholders from across the university to test web based applications.

SPECIFIC RESPONSIBILITIES INCLUDE:

- Reviews digital project requirements and develop test plans, test cases, and test scripts
- Identifies the type and number of test accounts that will be required by QA activities
- Conducts test case review scenarios with stakeholders
- Executes test cases, reports defects, and prepares test reports
- Validates bug fixes and updates defect status
- Performs regression, browser compatibility, performance, and load tests and reports on results
- Justifies and provides go-live recommendations
- Develops build verification test scripts and regression test scripts
- Executes periodic site monitoring tests

REQUIRED EDUCATION AND EXPERIENCE:

- Bachelor's degree in Computer Science or related field
- Three (3) to five (5) years of experience in testing and performing Quality Assurance activities for web based applications
- Experience working with content management systems
- Demonstrated ability to document and analyze test results and report defects.

APPENDIX B

PRICE PROPOSAL FORMS

- B.1 Price Proposal
- B.2 Pricing Form – RFP #91439

PROPOSAL NO.: RFP #91439
 PRICE PROPOSAL DUE DATE: October 13, 2016 - No Later than 2:00 PM EDT
 PROPOSAL FOR: Professional Staff Augmentation for Creative and
 Marketing Services
 PROPOSER: _____
 Federal Identification Number: _____

PRICE PROPOSAL

DATE _____

Wendy Johnson
 University of Maryland University College
 3501 University Blvd. East, Room 4110
 Adelphi, MD 20783-8002

Dear Ms. Johnson:

The undersigned hereby submits the Price Proposal as set forth in RFP #91439 dated September 21, 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 provide services as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as UMUC cannot be responsible for Proposer's errors or omissions. Any price proposal that has been accepted by UMUC may not be withdrawn by the contractor.

A. Attached to this Price Proposal Form is our firm's hourly billing rates for personnel. We confirm that these hourly billing rates are fully loaded and include all costs and expenses. We understand that there are no reimbursables associated with any resulting Contract. We understand that banking fees associated with credit card payments will not be charged to UMUC.

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

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

We understand that the University reserves the right to award a contract (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 Account Representative(s) and any other Key People named within our Technical Proposal will be assigned to the UMUC Contract for the duration of this Contract. We understand that no changes in these assignments will be allowed without written authorization from UMUC via contract amendment prior to such changes being made.

Enclosure:

Pricing Form – RFP #91439

(Signatures should be placed on following pages)

APPENDIX B.2 PRICING FORM – RFP# 91439

Positions:	Hourly Rates:
1. Project Manager	
2. Senior Marketing Writer and Editor	
3. Marketing Coordinator	
4. User Experience (UX) Designer; portfolio required	
5. Web Content Analyst	
6. Senior Graphic Designer; portfolio required	
7. Senior Writer/Editorial Director	
8. Front End Developer	
9. Production Specialist	
10. Quality Assurance Analyst	

*Use Job Descriptions provided in Solicitation. Two (2) resumes are to be provided for each Job.
A digital portfolio to be provided where indicated.
Pricing is not to be combined in Technical Proposal.*

Direct Hire Fee:

_____ % of salary

Guarantee after permanent placement:

_____ days

Will replace candidate at no cost or refund hire fee

Conversion Fees:

Temporary position to UMUC permanent hire

Hours Worked:	Fee:

Agency will not charge a fee if temporary personnel is hired on a permanent basis by UMUC and has worked at least _____ hours.

Long Term Percentage Discount for assignments 640 hours (approximately four (4) months), or longer: _____%

Note:

Banking fees for UMUC credit card payments are not permissible.

No fees will be charged for UMUC required background checks outlined in Section II, 2.1.6

Proposer: _____ Signature: _____

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

APPENDIX C
CONTRACT FORMS

- C.1 Contract
- C.2 Contract Affidavit

Offeror understands and agrees that the terms and conditions of this Contract may not be waived.

APPENDIX C.1

SAMPLE ONLY – DO NOT COMPLETE
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
CONTRACT # _____

_____, 2016

CONTRACTOR: _____
Federal Employer ID: ____ - _____
Address: _____

Contact Person: _____
Contact Phone: _____
Contact Fax: _____
Contact Email: _____

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

UMUC Procurement Officer:
Phone Number:
E-mail address:

THIS CONTRACT (“Contract”) is made as of this ____ day of _____, 2016 by and between _____, a corporation organized under the laws of the State of _____, with offices at _____, _____, _____, hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University.”

RECITALS

The University issued solicitation documents (Reference _____) _____ on _____, _____, 2016, or, absent a solicitation document, requested in writing, as amended from time to time (the “Solicitation”), to solicit a provider of _____ services. Contractor submitted a technical proposal dated _____ 2016 and price proposal dated _____, 2016, and accepted by the University (“collectively Proposal”) in response to the Solicitation, and the University subsequently selected the Contractor as the awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.1 Contractor shall provide professional staffing resources (“Resource”) to the University through professional staff augmentation services (the “Services”), as from time to time ordered by the University, in accordance with the terms and conditions of this Contract.

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

- This Contract Form (pages 1 through __) and any amendment;
- The Solicitation # _____ and all addenda to the solicitation;
- Contractor’s Technical Proposal dated _____, 2016; and, Price Proposal dated _____; and,
- Task Orders (“TOs”, “Professional Staffing Requests, or PSRs”) if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).

1.3 This Contract shall be in effect from _____, 2016 through _____, 2017 unless otherwise extended, expired or terminated pursuant to this Contract. There are ____ () 12-month renewal options at UMUC’s sole option.

2. PROFESSIONAL SERVICES

2.1 The Contractor shall perform the Services as described in Task Order(s) issued from time to time pursuant to this Contract. 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 Services.

- 2.2 Contractor's maximum hourly rates for the various requested positions shall not exceed the rates set forth in the Contract per the Contractor's price proposal dated _____, 2016. Contractor shall provide a market rate justification along with hourly rates for all positions. There are no reimbursables associated with this Contract.
- 2.3 The UMUC Office of _____ will designate a staff member to act as coordinator ("Project Coordinator") between UMUC and the Contractor. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other UMUC personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other UMUC offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.
- 2.4 The professional services team for the Project shall be the same team identified in the Contractor's submittal responding to UMUC's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to UMUC's approval, and notify UMUC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to UMUC in writing as they occur.
- 2.5 All terms and conditions of UMUC's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon UMUC and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMUC.

3. FEES AND PAYMENT

- 3.1 Contractor's fees shall not exceed the rates set forth in the Contract per the Contractor's price proposal dated _____, 2016.
- 3.2 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University's receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

Invoices shall be submitted electronically to the Accounts Payable Department, University of Maryland University College, 3501 University Boulevard East, Adelphi, MD 20783-8002 at accountspayable@umuc.edu. Contractor may also send the invoices to the UMUC Ordering Department. If applicable, the University's Purchase Order number, must be noted on all invoices.

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

4. WORK PRODUCT

- 4.1 Contractor shall complete all reports required by the University and other reports set forth in the relevant Task Order.
- 4.2 Contractor agrees that all notes, data, computations, estimates, reports or other documents or work product obtained by or produced by Contractor, or Resource, under this Contract (the "Work") shall be the sole and exclusive property of the University. Upon the University's request or upon the expiration or termination of this Contract, Contractor, or Resource, shall deliver or return all copies of the Work to the University. The Contractor is permitted to retain copy of the Work for archival purposes and to defend its work product
- 4.3 Notwithstanding the terms of Paragraph 4.2, Contractor is permitted to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by the Contractor, or Contractor's personnel ("Resource"), prior to, or acquired during, the performance of the Services under this Contract.
- 4.4 Contractor and University intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If for any reasons the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to University, its successors, assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of

action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

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

5. EVALUATION AND ACCEPTANCE PROCEDURE

- 5.1 Upon completion and delivery of each Task Order as described in Section 1 by Contractor, UMUC will begin the evaluation and acceptance process of the Resource's Performance. Payments, in accordance with Section 3 of this Contract will be based on the acceptable performance of the Resource.
- 5.2 Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by UMUC of a scheduled deliverable from Contractor, UMUC shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then UMUC will provide written confirmation to Contractor that the deliverable is accepted.
- 5.3 If the deliverable does not Materially Conform, UMUC shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to UMUC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to UMUC within the time period specified, or if not specified, then within ten (10) business days for further testing by UMUC. If the deliverable again fails to Materially Conform then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then UMUC may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin the termination process as defined in Section 10.1 of this Contract. If UMUC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

6. INTELLECTUAL PROPERTY

- 6.1 Neither party may use the other party's name, trademarks or other proprietary identifying symbols without the prior written approval of the other party.
- 6.2 Contractor agrees to defend upon request and indemnify and hold harmless UMUC, its officers, agents and employees with respect to any claim, action, cost or judgment for

patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment or services under this Contract.

7. CONFIDENTIAL INFORMATION

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

- 7.6 Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 7.7 Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 6I shall be a material breach of this Contract.
- 7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

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

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

8. RELATIONSHIP OF THE PARTIES

- 8.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the parties. Neither party shall bind or attempt to bind the other to any contract, warranty, covenant or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance.
- 8.2 It is understood and agreed that Contractor is an independent contractor of the University, and not an employee. Except as set forth in this Contract, the University will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of the University, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.

8.3 Each party reserves the right to review all press releases or other public communications of the other party that may affect the party's public image, programs or operations.

9. DISTRIBUTION OF RISK

9.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as further set forth in Section 10.23.1. Contractor shall provide to the Procurement Officer a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.

9.2 Contractor shall indemnify and hold harmless the University and the State of Maryland, their officers, employees, and agents, from any and all costs (including without limitation reasonable attorneys' costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor's performance under this Contract. The University agrees to notify Contractor promptly of any known liabilities, claims, or demands against the University for which Contractor is responsible hereunder, and Contractor agrees to at UMUC's request defend the University or settle any such liabilities, claims, or demands.

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

10. GENERAL TERMS AND CONDITIONS

10.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the University may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The University will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which the University is entitled pursuant to this Contract shall become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

10.2 Termination for Convenience. The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with

this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

10.3 Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or the University, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

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

10.5 Subcontracting and Assignment.

10.5.1 Contractor may not subcontract any portion of the Services provided under this Contract without prior approval of the University. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMUC. The University shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that UMUC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to the University for acts and omissions of subcontractors.

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

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

- 10.7 Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
- 10.8 No Third Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third party beneficiary of this Agreement.
- 10.9 Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five (5) calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other party as follows:

For the University:

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

For the Contractor:

- 10.10 Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.
- 10.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.
- 10.12 Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
- 10.13 Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental

disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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

payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

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

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

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

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

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

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

10.23 Insurance

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

Commercial General Liability Insurance including all extensions-
Not less than \$1,000,000 each occurrence;
Not less than \$1,000,000 personal injury;
Not less than \$2,000,000 products/completed operations aggregate; and
Not less than \$2,000,000 general aggregate.

Worker's compensation per statutory requirements.
Fiduciary Bonding of Workers with access to credit card information.
Professional liability insurance in an amount not less than \$1,000,000.

10.23.2 All policies for liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University as an additional insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University and to the persons or property of employees, student, faculty members, agents, officers, regents, invitees or guest of the University.

10.23.3 Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company will notify the Procurement Officer in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy". Upon the request of the Procurement Officer, a certified true copy of each policy of insurance including the above endorsement manually countersigned by an authorized representative of the insurance company shall be furnished to the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A-" or better.

11. LIVING WAGE

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

11.2 The Living Wage Law does not apply to:

- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
- (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,

- (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in Section 11.2(1)(B), in Section 11.2(3), or in Section 11.3.
- (3) Service contracts for the following:
 - (A) services with a Public Service Company;
 - (B) services with a nonprofit organization;
 - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
 - (D) services between a Unit and a County or Baltimore City.
- 11.3. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- 11.4. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- 11.5. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- 11.6. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- 11.7. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee’s wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.

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

12. SOFTWARE AND SECURITY

- 12.1 Contractor shall endorse UMUC's requirement to adhere to the University System of Maryland's ("USM") IT Security Standards (<http://www.usmd.edu/usm/adminfinance/itcc/ITSecResource.html>). UMUC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:
- Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
 - Assessment of the contractor's security and privacy controls.
 - 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.
- 12.2 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.
- 12.3 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.

- 12.4 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.
- 12.5 Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
- 12.6 Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.
- 12.7 On an annual basis, Contractor shall obtain a Service Organization Control (SOC) 2 report, or equivalent, for all services and/or facilities from which the Services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without the University being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as UMUC's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of UMUC.
- 12.8 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.
- 12.9 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 for a complete and secure (i.e., encrypted and appropriate[ly] 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.

13. OTHER USM INSTITUTIONS

13.1 Other institutions within the University System of Maryland may utilize this contract with the written permission of UMUC. If such use is requested, all terms and conditions including pricing of the contract is to be provided to the requesting institution. If based on such use by other institutions, the overall volume of the contract increases significantly, UMUC reserves the right to negotiate more favorable pricing for the contract. The service to UMUC must not diminish as a result of other institutions utilizing the contract.

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

University of Maryland University College _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT

THIS Exhibit A to CONTRACT (“Contract”) _____ is made as of this ____ day of _____, 2016 by and between _____, a corporation organized under the laws of the State of _____, with offices at _____, _____, _____, hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University.”

Description of Scope of Work:

CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated _____, 2016, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____ By: _____

APPENDIX D
ELECTRONIC FUND TRANSFER SCHEDULE
Payments to Contractors by Electronic Funds Transfer (EFT)

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

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

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

Appendix E

Living Wage Requirements

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

As of 9/28/2015, Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$13.59 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. As of 9/28/2015, if State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$10.21 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

The contract resulting from this solicitation has been determined to be a Tier 1 contract.

Appendix E

Affidavit of Agreement Maryland Living Wage Requirements-Service Contracts

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 30th.
- B. Contractor further agrees that UMUC has the right to conduct an independent audit by University internal auditors or State of Maryland auditors of the Contractor's payroll records to confirm this affirmation at any time. Contractor also agrees to cooperate with UMUC to supply required documentation in the event that it is requested as support for this affidavit by the State of Maryland or an agency of the State of Maryland. Any information that is supplied by contractor under this Affidavit to UMUC, the State of Maryland or an agency of the State of Maryland will be subject to the terms of the Maryland Public Information Act.
- C. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)
- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

Appendix F

Small Business

The on-line self-certification process is free and easy to complete. To apply, please go to the emaryland marketplace (emm) website at <https://emaryland.buyspeed.com/bsc>

Under the Small Business Reserve Program, certified small businesses will compete with other small businesses for contracts as prime contractors. This program stimulates Maryland small business growth and job creation.

Maryland State Agencies (including the University System of Maryland) are required to reserve 10 percent (10%) of total procurements each year for competition exclusively among Maryland-certified Small Business Enterprises.

Please refer to the Small Business Reserve Registration Guide at the following link for assistance:

Effective October 1, 2012, the definition of Small Business for the State of Maryland changed. Previously, businesses had “not to exceed” industry-specific *number of employees AND gross sales (average over 3 most recent completed years)* limits. Now, businesses need to meet the industry-specific “not to exceed” number of employees **OR** gross sales limits. This will allow many businesses that previously were unable to qualify to become eligible for qualification. If you have questions or require assistance setting up your company as a Small Business with eMM, you should contact the eMaryland Marketplace Help Desk Team [Department of General Services] at (410) 767-4270 or via email at emaryland@dgs.state.md.us

SMALL BUSINESS DEFINITION

Many businesses that previously did not pre-qualify for the Maryland Small Business Reserve certification may now be eligible. A Small Business is now defined as a business, other than a broker, that meets the following criteria:

- Is independently owned and operated; the business is not a subsidiary of another business; and the business is not dominant in its field of operation.
AND
- The **wholesale** operations of the business did not employ more than **50 persons**, **OR** the gross sales of the business did not exceed an average of **\$4,000,000** in its most recently completed three (3) fiscal years;
- The **retail** operations of the business did not employ more than **25 persons**, **OR** the gross sales of the business did not exceed an average of **\$3,000,000** in its most recently completed three (3) fiscal years;
- The **manufacturing** operations of the business did not employ more than **100 persons**, **OR** the gross sales of the business did not exceed an average of **\$2,000,000** in its most recently completed three (3) fiscal years;
- The **service** operations of the business did not employ more than **100 persons**, **OR** the gross sales of the business did not exceed an average of **\$10,000,000** in its most recently completed three (3) fiscal years;
- The **construction** operations of the business did not employ more than **50 persons**, **OR** the gross sales of the business did not exceed an average of **\$7,000,000** in its most recently completed three (3) fiscal years;

- The **architectural and engineering services** of the business did not employ more than **100 persons**, OR the gross sales of the business did not exceed an average of **\$4,500,000** in its most recently completed three (3) fiscal years.

* If a business has not existed for three (3) years, the gross sales average is computed for the period of the business' existence. For newly formed businesses, the determination will be based upon employment levels and projected gross sales.

To register for the Program, vendors must register in eMaryland Marketplace and complete the optional SBR screens:

- eMaryland Marketplace: emaryland.buyspeed.com/bs/
- For Vendor Instructions, Quick Reference Guides and FAQs: scroll down and click on "New eMaryland Marketplace Instructions"
- To Register: scroll down to the bottom and click "Register" button

For website technical support, call eMaryland Marketplace/Maryland Department of General Services at 410-767-4270 or emaryland@dgs.state.md.us

APPENDIX S
SOLICITATION TERMS AND CONDITIONS

This solicitation and any subsequent award are further subject to:

1. Contractor's/Offeror's Responsibility.

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

2. Rejection or Acceptance of Proposals.

The University reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Procurement Officer not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

3. Cancellation of the RFP.

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

4. Incurred Expenses.

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

5. Payment.

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

6. Electronic Funds Transfer ("EFT").

By submitting a Proposal, the Offeror agrees to accept payment by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected

Contractor shall register using the form attached as Appendix D, the GAD X-10 Contractor EFT Registration Request Form. This form is to be submitted directly to the State Comptroller's Office at the address specified on the GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

7. Confidentiality.

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

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

8. Multiple Proposals.

Contractors may not submit more than one Proposal.

9. Alternate Solution Proposals.

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

10. Contractor Responsibilities and Use of Subcontractors

The University shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. UMUC will (or will not) consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. UMUC's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom UMUC has a reasonable objection. Notification of such objection will be made by UMUC within fifteen (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.

11. 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, and agents) to provide quality assurance and auditing.

12. Arrearages.

By submitting a Proposal, an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the Contract if selected for Contract Award.

13. Taxes.

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

14. RFP Response Materials.

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

15. Maryland Public Ethics Law, Title 15.

The Maryland Public Ethics Law prohibits, among other things, State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from: (i) submitting a bid or proposal;

(ii) negotiating a contract; and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code Annotated, State Government Article, § 15-502.

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

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

16. Assistance in Drafting.

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

17. Addenda Acknowledgment.

Offerors must acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement must be included in the Technical Proposal. Refer to Appendix A.1

18. Duration of Offers.

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

19. Minority Business Enterprises.

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

20. Living Wage Requirements.

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

21. Conflict of Interest.

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