



University of Maryland University College

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL #91487
FOR

Family and Medical Leave Act (FMLA)
Administration Services

ISSUE DATE: MARCH 1, 2017

Table with 3 columns: SIGNIFICANT MILESTONES, TIME, DATE. Rows include Issue Date, Last Day for Questions, Technical Proposal Due Date, First Oral Presentations/Discussion Dates, and Price Proposal Due Date.

Notice: Proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them.

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
3501 University Boulevard East, Room ADMIN 4100
Adelphi, Maryland 20783

FAMILY AND MEDICAL LEAVE ACT (FMLA) ADMINISTRATIVE SERVICES

THE UNIVERSITY OF MARYLAND, UNIVERSITY COLLEGE

RFP #91487

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The following documents are posted at www.umuc.edu/procurement under the Solicitation Number 91487. This solicitation document, as well as all addenda that may be issued, will be posted on UMUC's Electronic Bid Board at www.umuc.edu/procurement.

SOLICITATION SCHEDULE

Issue Date:	March 1, 2017
Questions Regarding SOW Solicitation Due:	March 15, 2017, by 2:00 P.M. EST
Technical Proposal Due:	March 31, 2017, by 2:00 P.M. EST
Anticipated Oral Presentation/Interviews: (Only Shortlisted firms. If required and invited by UMUC)	April 20-21, 2017
Notify Further Shortlisted Vendors to submit Pricing	April 26, 2017 (Projected)
Price Proposal Due: (Only Further Shortlisted firms invited by UMUC)	May 15, 2017
Anticipated Contractor Selection finalized:	May 26, 2017 (Projected)
Agreement executed with selected Contractor by:	June 15, 2017 (Projected)
Contract Commencement:	February 1, 2018 (Projected)

END OF SOLICITATION SCHEDULE

FAMILY AND MEDICAL LEAVE ACT (FMLA) ADMINISTRATIVE SERVICES

THE UNIVERSITY OF MARYLAND, UNIVERSITY COLLEGE

RFP #91487

SECTION I

GENERAL INFORMATION

1. Summary.

1.1. Solicitation: University of Maryland University College (“UMUC” or “University”) is soliciting proposals (“Proposal” or “Offer”) for Family Medical Leave Act (FMLA) Administration Services. The selected firm will work with UMUC’s Office of Human Resources. UMUC is seeking a highly experienced partner with proven experience in providing external FMLA Administration Services. UMUC is looking for a partner who can develop and implement a program that complies with federal, State, and University System of Maryland regulations. The Offeror must ensure that its systems compliment UMUC Human Resource data management systems or that it can customize its program and preferably integrate its data with UMUC data management system.

There is no guarantee of any dollar amount or quantity of eligible employees under the resulting contract.

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

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

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

2. Issuing Office:

2.1. Issuing Office:

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

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

3501 University Boulevard East
Adelphi, Maryland 20783
beth.kirk@umuc.edu
301.985.7618

and

Sharon Barry, Director
University of Maryland University College
Goods and Non-Technology Services
3501 University Boulevard East
Adelphi, Maryland 20783
sharon.barry@umuc.edu

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

3. Questions and Inquiries.

All questions and inquiries regarding this procurement are to be directed to the individuals referenced with the Issuing Office above. All such questions and inquiries must be received by the dates established for each phase of the procurement per the Solicitation Schedule. Questions are to be submitted in writing via e-mail to the people identified in Paragraph 2 above. Questions and inquiries will be acknowledged via an email confirmation from the Issuing Office. If the inquirer does not receive an email confirmation from the Issuing Office within twenty-four (24) business hours, it is the inquirer's responsibility to contact the Issuing Office to ensure the questions are received by the Issuing Office prior to the due date. Questions and inquiries without an email confirmation from UMUC may be considered as non-receipt of timely questions and inquiries. Inquiries will receive a written reply via an addendum to the Solicitation. Addenda will be sent electronically to all known holders of the Solicitation as well as posted on UMUC's electronic bid board, without identification of the inquirer.

4. Addenda Acknowledgment.

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

5. Proposal Closing Date/Due Date and Time:

5.1 Technical and Price Proposals. The Technical and Price Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. **Hyperlinks to software products sent to UMUC's Issuing Office that indicate that the Technical Proposal and/or Price Proposal are posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e. a Click through Agreement) are required to be accepted by UMUC in order to download the Initial Technical Proposal.** By providing to UMUC the Technical and Price Proposals electronically, the Proposer grants the University the unlimited right to

generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

No pricing is to be provided in the Technical Proposal submittal. Only those invited to submit a Price Proposal are to provide as a separate document/file from the Technical Proposal. The Price Proposal must be clearly labeled/titled "Price Proposal" and the RFP number and name. Failure to provide the Price Proposal separately may disqualify the Offeror's Proposal from progressing in the procurement.

The maximum file size is 25MB. Proposer may want to consider sending larger files through Google® Share Drive.

5.2 LATE PROPOSALS CANNOT BE ACCEPTED.

Proposals are to be submitted in accordance with this Section to University of Maryland University College's Issuing Office. The time on the 'sent' email or the "time stamp" on the email from the Proposer will be used to determine timeliness. Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award. The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by UMUC to be an Offer.

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

The receipt of Proposals will be acknowledged via an email confirmation from the Issuing Office. If the Proposer does not receive an email confirmation from the Issuing Office within twenty-four (24) business hours, it is the Proposer's responsibility to contact the Issuing Office to ensure the proposal is received by the Issuing Office before the due date. Submittals without an email confirmation of receipt from UMUC may be considered non-responsive.

5.3 Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award. The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by UMUC to be an Offer.

6. Minority Business Enterprises (MBE) and Small Business Enterprises (SBE).

Minority participation is important to UMUC and the State of Maryland. State-certified Minority Business Enterprises (MBE) and Small Business Enterprises (SBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT) or by Department of General Services (DGS) eMaryland Marketplace, MBEs and SBE's are encouraged to initiate certification as soon as possible. For more information on the State's MBE and SBE programs or questions related to registration and certification, please contact the following:

MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html> .

Department of General Services (DGS) eMaryland Marketplace, visit www.smallbusinessreserve.maryland.gov for additional information.

7. Software and Security. At any time during the evaluation process, UMUC may require vendors to complete an IT security questionnaire. A firm's ability to meet UMUC's Risk and Compliance Requirements may determine its susceptibility for possible award.

8. Acceptance of Terms and Conditions.

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

9. Contract Agreement:

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

The Contract to be entered into as a result of this RFP (the "Contract" or "Agreement") shall be by and between the Proposer as Vendor/Contractor/Firm and UMUC in the form of an University Contract and shall contain the mandatory provisions included herein in Appendix C as well as any additional terms required by UMUC or the State of Maryland. (Note: The Contract in Appendix C may be revised as the procurement progresses)

By submitting an Offer (i.e. the firm's Technical and/or Price Proposal, either individually or collectively, is/are considered an Offer), the Vendor/Contractor warrants that they have reviewed Appendix C and will execute a contract a) in substantially the same form and b) with these mandatory terms and conditions upon request by UMUC. Proposers should not assume that any term and condition of the Contract is negotiable. Exceptions may disqualify your firm's response.

The initial term of the Contract is anticipated to start on or around February 1, 2018 through January 31, 2020. There will be three (3), (1) one-year renewal options at the sole discretion of UMUC. The Contract resulting from this RFP shall not exceed a maximum spend of \$500,000.00, for the life of the Contract.

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

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

11. Post-Award Confidentiality.

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

12. Award Eligibility.

At minimum only Proposers with one current/active contract that is equal to or greater in employee size than UMUC shall be susceptible for an award.

END OF SECTION I

SECTION II

SCOPE OF WORK/REQUIREMENTS

1. Purpose/Description of Initiative.

University of Maryland UMUC College (UMUC) is seeking qualified firms to submit a proposal for Family Medical Leave Act (FMLA) Administration Services. The awarded firm shall provide efficient FMLA administration services for approximately 1,500 eligible UMUC employees. The selected firm will work with the Office of Human Resources to develop and administer the Services. UMUC currently processes approximately 200 FMLA claims annually. As of February 20, 2017, there are 38 employees on FMLA; nineteen (19) on intermittent leave, nineteen (19) on continuous leave.

2. Scope of Work.

The awarded firm shall have the capability to provide UMUC with a full range of FMLA Administration Services. The awarded vendor shall administer these services, as directed by UMUC. In addition, the selected firm shall be able to provide UMUC's Human Resources staff with training on FMLA policy and procedures which may be used at the sole option of UMUC.

The Contract shall be awarded to a single vendor that provides a broad range of FMLA Administration Services and support to UMUC. Therefore, the awarded firm must meet all of the RFP Requirements indicated herein for the proposed services, without exception. In addition, the awarded firm shall provide recommendations to improve current UMUC FMLA policies and procedures.

The awarded firm shall:

2.2 Provide a timely and efficient means for UMUC employees to report FMLA claims. The process shall include a customer service center, call center, and/or help desk. Bilingual support is preferred.

2.3 Collect and process all necessary medical certification forms, verify documentation, and determine if the event falls under qualifying FMLA criteria. The awarded firm shall communicate to the employee whether or not the event qualifies under FMLA.

2.4 Provide case management and communication with the employee to include return to work processes. The awarded firm shall have the capability to administer workability and/or independent medical evaluations and/or a release to return to work, as appropriate.

2.5 Provide UMUC Human Resource staff access to its data in order to track FMLA leave. Tracking shall include, but not be limited to: absences, recertification, continuous, and intermittent leave. The awarded firm shall provide complete documentation for each FMLA claim including documentation

of communication with employees. The awarded firm shall have the ability to track FMLA leave concurrently with disability claims.

2.6 Provide the capability to create reports that contain the FMLA data “on demand” that can be accessed by and exported to the UMUC Human Resources staff.

2.1 Provide training to UMUC Human Resources staff on FMLA law, policies and procedures. Use of this training shall be at the sole option of UMUC. The awarded firm shall be required to work with UMUC to review and revise the current FMLA policies and procedures. The review and any revisions to the current FMLA policies and procedures shall be made prior to the administration of any UMUC employee FMLA claims. Any changes to UMUC policies and procedures will be exercised at UMUC’s sole option.

2.7 Provide employee/supervisor communication tools training.

2.8 Meet at UMUC’s headquarters, annually (one-time, per year), at no cost to UMUC. The dedicated Account Manager shall be in attendance.

2.9 Work with specified UMUC Contractors in order to properly transfer open claims as directed by UMUC.

END OF SECTION II

SECTION III

ARTICLE 1

PROCUREMENT PHASES AND EVALUATION PROCESS

TECHNICAL PROPOSAL REQUIREMENTS AND INITIAL TECHNICAL EVALUATION

1. General Proposal Requirements:

1.1 Transmittal Letter.

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

1.2 Signing of Forms.

The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

2. Technical Proposals/Technical Criteria:

The following information must be furnished in the Technical Proposal per this solicitation, as more fully described below in items 2 through 6. Failure to include any of the items listed below may disqualify your firm's response. The Technical Criteria, items 2 through 6, are listed below in order of importance.

The Technical Proposal should be prepared in a clear and concise manner. It should address all appropriate points of this Technical Proposal. The contents of this volume must address the following items, as indicated below, and additionally, must include the appropriate completed forms or responses as indicated in items 2 through 10 as listed below.

Your firm's response to Mandatory Requirements 2 through 6 shall not exceed a total of thirty (30) pages. Standard sales and other material may be provided, but must be attached as an appendix rather than included within the body of the Proposal. Offerors are to provide all of your firm's response requirements within the body of the proposal, as

outlined below. UMUC is not obligated to review/evaluate any materials provided and attached as an appendix.

Offerors are requested to organize and title each section within your firm's Proposal (specifically the mandatory response requirements) in the same order as outlined in this RFP. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for UMUC. Offerors must **paginate** the Technical Proposal and are requested to provide separations between the responses to each of the technical criteria.

2.1 Technical Approach: Provide a narrative of how your firm will approach/provide the requested services as described in the Section 2, Scope of Work of this Solicitation. The Offeror shall provide a comprehensive description of the range of FMLA Administration Services offered and shall be able to clearly demonstrate how these Services described in Section 2 of this Solicitation shall be delivered.

In addition, your firm's response must describe and thoroughly explain how your firm shall approach/provide the following:

2.1.1 Compliance with federal, State, and University System of Maryland laws and regulations.

2.1.2 A secure, verifiable, and auditable technology system. Current and active Workday® partners are preferred, but not required. Proposers are to clearly describe your firm's approach/process as it relates to: storing, tracking, and reporting data. If Workday® integration is not possible, explain your firm's data transfer capabilities. The awarded vendor shall have the capability to process inbound/outbound interface files to and from, UMUC's Workday Human Resources Information System and Payroll system. In addition, Proposers are to include in their proposal how your firm shall improve capturing and reporting occurrences.

2.1.3 The administration of Occupational Therapy, Independent Medical Exams, return-to-work processes (including Workers Compensation), and appeals. Note: Workers' Compensation is processed concurrently with FMLA claims.

2.1.4 Client/employee quality service assurance. Outline the methodologies/procedures or set of procedures utilized by your firm to optimize performance and to reduce errors, e.g. Response time to client/employee claims/questions, recognizing exhausted leave, professional performance issues, issuing initial application packets and necessary forms, timely and accurate reporting (leave status, data, etc.)

2.1.5 The transfer of open claims. To ensure a seamless transition of leave management at the commencement of the Contract and at the time the Contract expires, describe your firm's process.

2.1.6 Other FMLA Administration services provided by the Offeror may be of benefit to UMUC.

3. **Staffing Organization and Proposed Key Personnel Qualifications:** Provide a complete resume for the following Key Personnel:

- **Executive-in-Charge** – Person who is responsible for the Offeror’s performance, commitment, and strategic partnership with UMUC.
- **Operations Manager** – Person who is responsible for the program management of the UMUC FMLA Administration Services contract.
- **Account Manager/Specialist** – Person (one dedicated Account Manager) who is responsible for the day-to-day management of the UMUC FMLA Administration Services contract.

Include in your proposal, your firm’s escalation procedures, when handling general and performance complaints or technical issues that may arise. In addition, firms are to include within their proposal, how your firm shall guarantee to UMUC, high and consistent customer service to UMUC.

4. **Firm Profile / Firm Experience and References:** UMUC seeks a partner that is both technically qualified to meet UMUC’s needs and can provide efficient and consistent account management services.

Provide a description of the Offeror’s relevant qualifications to perform the requested services. Also, please include the following information:

- A brief history of the firm including how long the firm has been in business, number of years providing FMLA Administration Services, and primary business focus or specialty, if applicable;
- The firm overview, corporate background, mission statement, and/or philosophy;
- Description of the firm’s capabilities to provide FMLA Administration Services;
- Your firm’s employee retention and turnover rates for the last two years,
- Location of the office that will be servicing UMUC;
- Other geographical locations; and
- Three active clients/contract who are provided FMLA Administration Services by the Offeror (include contact names, addresses, phone numbers, number of years served, the number of employees the contract manages, and similarities to the UMUC contract as described in this RFP.

UMUC reserves the right to contact references not provided in the proposal. UMUC may request additional references

5. **Special/Unique Qualifications:** Provide information that distinguishes Offeror from other firms that provide similar services.

6. **Financial Stability:** Proposers are to provide information regarding their respective firm’s financial history which demonstrates your firm’s financial health. Typically, this

information is provided through financial statements (Balance Sheet, Cash Flow Statement, and Income Statement).

7. **Proposal Affidavit:** Complete and sign the Proposal Affidavit enclosed in Appendix A and enclose with the Technical Proposal.
8. **Insurance:** Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability.
9. **Acknowledgement of Receipt of Addenda Form:** If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (found in Appendix A) must be completed, signed, and included in the Offeror's Technical Proposal.
10. **Acknowledgement of Review of Contract:** The UMUC Contract for this Procurement will contain the provisions provided in Appendix C, issued on March 1, 2017, as well as any additional terms required by the University of the State of Maryland. **By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by UMUC. For accounting purposes only, UMUC will also issue a purchase order to the awarded Contractor.**
11. **Modifications of Technical Proposal.** The contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Offerors may modify their Technical Proposals by e-mail or facsimile communication at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Offeror was delivered prior to the Proposal due date and time. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the University.
12. **Qualifying Proposals:**

12.1 Procurement Officer Review.

The Procurement Officer shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor's proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so and permitted by law.

12.2 Evaluation and Selection Committee.

All Technical Proposals received in response to this solicitation will be reviewed and evaluated by an UMUC Evaluation and Selection Committee ("the Committee"). As the procurement progresses, the Committee may seek input from other appropriate UMUC staff on the proposed services. As well, the Committee may request additional assistance from any source at any time during the procurement.

12.3 Initial Technical Evaluation.

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and determining those proposals that are of further interest. The Committee may shortlist based on this evaluation process. The decision for continuation in the procurement process (or further shortlists) will be made by the strengths, weaknesses, advantages, and deficiencies of the technical proposal.

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed above in Section III, Article 1, Paragraphs 2 through 6.

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

All Proposers who submit a Technical Proposal to UMUC will be notified as to whether or not they are shortlisted to attend, Oral Presentations/Discussion Sessions.

The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, organizational culture, working style and communications style fit with the University's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

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

END OF SECTION III, ARTICLE 1

SECTION III

ARTICLE 2

PROCUREMENT PHASE AND EVALUATION PROCESS

ORAL PRESENTATIONS/DISCUSSION SESSIONS AND TECHNICAL EVALUATION

1. Oral Presentation/Discussion Sessions:

1.1 Purpose.

Based on the selection committee's initial review of proposals, the University may invite, without cost to itself, **only** the shortlisted firms to make a presentation of their proposal and to demonstrate their capabilities and expertise in the specific services offered by the Proposer as a further consideration in the selection process. **Only** those contractors who are shortlisted following the initial technical evaluation shall be offered the opportunity to participate in the process.

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

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

At this time, each Proposer will be required to have present the proposed key personnel (Account Manager, Operations Manager, and Executive-in-Charge) as indicated in the Proposer's Proposal who will be responsible for the provision of services. **UMUC reserves the right to provide additional details regarding each Oral Presentation/Discussion Phase to only the invited shortlisted vendors, at a later date.**

1.2 Date.

The date and time of the Oral Presentation/Discussion Sessions will be set by the University upon completion of the initial technical evaluation. However, these sessions are anticipated to be held per the Solicitation Schedule. Proposers are advised to set aside the scheduled dates in their entirety on the Account Manager's, Operation Manager's, and Executive-in-Charge's calendars accordingly to avoid any conflicts. The actual time on one of these dates will be scheduled with the applicable Proposers at the convenience of UMUC at its sole discretion.

1.3 Format.

The Oral Presentation/Discussion Session forum will be informal as the University is **not** interested in solely a marketing presentation; rather, the University is requesting a discussion session with each of the shortlisted firms that allows ample time for the University and the Proposing Firm to ask questions and discuss issues/concerns related to

the scope of the engagement and the firm's capabilities/qualifications. If necessary, virtual/WebEx® sessions are allowable, at UMUC's discretion.

Following the first Oral Presentation/Discussion Sessions held with the shortlisted firms, UMUC shall re-evaluate all shortlisted vendors and further shortlist the vendors that were invited to the Oral Presentation/ Discussion Sessions.

Further shortlisted vendors resulting from the re-evaluation after the Oral Presentation/Discussion Sessions will be invited to submit Pricing.

1.4 Criteria.

Vendor's technical and overall experience and ability to meet UMUC's needs/requirements will be re-evaluated after the Oral Presentation(s)/Discussion Sessions(s) and further shortlisting may occur after each Oral Presentation(s)/Discussion(s), those firms that do not remain shortlisted will not progress in the procurement and will be so advised. As the procurement progresses and as results of the technical evaluation are determined by UMUC, all proposers will be notified as to the results of the technical evaluation of his/her firm's technical proposal. Once a final shortlist of proposals is established, the University will rank the technical proposals from highest to lowest.

END OF SECTION III, ARTICLE 2

SECTION III

PROCUREMENT PHASE AND EVALUATION PROCESS

ARTICLE 3

PRICE PROPOSALS/PRICE EVALUATION

1. Price Proposals.

Refer to the Solicitation Schedule for the anticipated due date and time for **Price Proposals**. The Price Proposal form anticipated to be used by the Proposer is included in **Appendix B**. As the procurement progresses, this form is subject to revision.

2. Content.

The Price Proposal shall consist of quoting a fixed fee for a variety of FMLA administration service packages available to UMUC. The rates shall be valid through January 31, 2020, and for each renewal year, unless UMUC approves an increase.

The University will consider adjustments to fees 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 1/1/19 renewal the University will look at the CPI published for October 2018, 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 end of the initial term. 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 to the hourly rate. 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.

Upon approval by the University, any such modified fee will constitute the labor cost figure for the contract renewal period. The University reserves the right to terminate the Contract at any time upon giving thirty (30) days written notice.

There are no reimbursables associated with this Contract. All expenses, including domestic travel, must be included in the Offeror's price for the implementation as well as in the hourly rates of the assigned personnel.

3. Evaluation.

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

END OF SECTION III, ARTICLE 3

SECTION III

PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 4

FINAL EVALUATION/RANKING AND SELECTION

1. Recommendation of Award or Further Discussions.

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

2. Best and Final Offers.

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

3. Final Ranking and Selection:

3.1 Process.

Following evaluation of the technical and price proposals, the Evaluation and Selection Committee will make an overall ranking of the proposals and recommend to the Procurement Officer the award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the University and the State of Maryland based on the results of the final technical evaluation in accordance with the University System of Maryland Procurement Policies and Procedures.

3.2 Basis for Award.

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

3.3 Negotiations.

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

4. Debriefing:

4.1 Request.

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

4.2 Discussion.

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

END OF SECTION III, ARTICLE 4

APPENDIX A

TECHNICAL PROPOSAL FORMS

- 1. Acknowledgement of Receipt of Addenda Form**
- 2. Bid Proposal/Affidavit**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 991487

TECHNICAL PROPOSAL DUE DATE: **March 31, 2017, on or before
2:00 P.M. EST.**

RFP FOR: **Family Medical Leave Act (FMLA) Administration Services**

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated _____

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

Signature

Printed Name

Title

END OF FORM

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. NOT USED

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

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

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

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

E. AFFIRMATION REGARDING DEBARMENT

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUB-CONTRACT AFFIRMATION

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

H. AFFIRMATION REGARDING COLLUSION

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

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

K. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state.)

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

M. CONTINGENT FEES

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

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

P. ACKNOWLEDGMENT

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

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

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

Company Name: _____

FEIN No: _____

APPENDIX B

1. PRICE PROPOSAL FORM
2. LIVING WAGE AFFIDAVIT

PROPOSAL NO.: RFP 91487
PRICE PROPOSAL DUE DATE: May 15, 2017, by 2:00 P.M. EST
PROPOSAL FOR: **Family Medical Leave Act (FMLA) Administration Services**
PROPOSER: _____
Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

DATE _____

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

Dear Ms. Kirk:

The undersigned hereby submits the Price Proposal as set forth in RFP # 91487 dated March 31, 2017, and the following subsequent addenda:

Addendum ___	dated _____
Addendum ___	dated _____
Addendum ___	dated _____
Addendum ___	dated _____

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

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

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

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

- A. Attached to this Price Proposal Form is our firm's maximum fees for all services provided that will be applicable through January 31, 2020, and for each renewal year. We confirm that these fees are fully loaded and include all costs and expenses. We understand that there are no reimbursables associated with the resulting Contract.**

- B. Firms are to express their cost/fee, per employee, by dividing the total quoted fixed cost for all services by the 2,000 employees.**

Enclosure: Fee schedule for services
Living Wage Affidavit

(Signatures should be placed on following page.)

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

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

FIRM NAME _____
ADDRESS _____

TELEPHONE NO. _____
SIGNED _____

PRINTED NAME _____

TITLE: _____

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)
ADDRESS _____

In Presence of Witness:

TELEPHONE NO. _____

Printed Name: _____

_____ as to

BY _____
(Partner)

Printed Name: _____

_____ as to

BY _____
(Partner)

C. CORPORATION

(Name of Corporation)
ADDRESS _____

Attest:

TELEPHONE NO. _____

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

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

BY: _____

Signature of Officer and Title

Printed Name

Title

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate. **The living wage rate effective September 28, 2015 is \$13.59 per hour.** This living wage rate changes each year and is published 90 days from the end of the University's fiscal year at <https://www.dllr.state.md.us/labor/prev/livingwage.shtml>. The University's fiscal year is July 1st through June 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 C
CONTRACT FORMS

- 1. Professional Services Agreement**
- 2. Contract Affidavit**

APPENDIX C

SAMPLE ONLY

**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
CONTRACT #91487**

Family Medical Leave Act (FMLA) Administration Services

_____, 2017

CONTRACTOR:

Federal Employer ID: _____

Address: _____

Contact Person: _____

Contact Phone: _____

Contact Fax: _____

Contact Email: _____

UMUC Ordering Office:

Project Coordinator:

Coordinator Phone:

Coordinator Fax:

Coordinator Email:

UMUC Procurement Officer/Contract Manager:

Phone Number:

E-mail address:

THIS CONTRACT #91487 (“Contract” or “Agreement”) is made this ___ day of ____, 2017, between the University of Maryland University College, a constituent institution of the University System of Maryland (“USM”), an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, Maryland 20783, hereinafter referred to as ”UMUC” or “the University” and _____, hereinafter referred to as “Consultant” or “Contractor” or “Vendor” with principal offices located at _____ (collectively, “the Parties”).

RECITALS

The University issued solicitation documents (Solicitation 91487) on __ ____, 2017, as amended from time to time (“the Solicitation”), for Family Medical Leave Act (FLMA) services. Contractor submitted technical and price proposals dated ____, 2017, and accepted by the University (collectively, “the Proposal”) in response to the Solicitation, and the University subsequently selected the Contractor as an awardee of this non-exclusive Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.1 Contractor shall provide Family Medical Leave Act (FLMA) services. (“the Services” or “the Project”), as needed by UMUC’s Office of Human Resources, in accordance with the terms and conditions of this Contract.

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

- This Contract Form (pages 1 through ____); and any Amendments;
- The Solicitation #91487 and all amendments to the Solicitation;
- Exhibit A: Contractor’s Proposal dated _____;
- Attachment A: Contract Affidavit; and,
- Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).

1.3 The initial term of this Contract shall commence on or around _____, **2018, and conclude _____, 2020.** There will be three (3), one (1)-year renewal options at the sole discretion of UMUC.

2. PROFESSIONAL SERVICES

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

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

3. FEES AND PAYMENT

- 3.1 The aggregate maximum fee for all services performed under this Contract shall not exceed **\$400,000.00**. The total fees for services required to complete required services shall not exceed the maximum fee.
- 3.2 The Contractor’s fees shall not exceed fees set forth in the Contract per the Contractor’s proposal, attached hereto as Exhibit A of this contract. There is no guarantee of a dollar amount of work under this Contract.
- 3.3 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University’s receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

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

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

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

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

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

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

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

4. WORK PRODUCT

- 4.1 Contractor shall complete all tasks required by the University and other tasks and duties set forth in the request(s) for Services.
- 4.2 Contractor and UMUC intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If, for any reason, the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to UMUC, its successors, and assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

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

5. EVALUATION AND ACCEPTANCE PROCEDURE

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

6. INTELLECTUAL PROPERTY

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

7. CONFIDENTIAL INFORMATION

- 7.1 Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given UMUC's Confidential

Information (as defined herein). For purposes of this Contract, “Confidential Information” means all information provided by the University to Contractor including, without limitation, information concerning the University’s business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media including, without limitation oral, and includes the originals and any and all copies and derivatives of such information.

- 7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.
- 7.3 Contractor shall not, in any manner whatsoever, disclose to, permit access to, or allow use of Confidential Information by any person or entity except as specifically permitted or required under this Contract.
- 7.4. Contractor acknowledges and understands that UMUC is required to protect certain Confidential Information from disclosure under applicable law including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), the Gramm Leach Bliley Act (“GLBA”), or the Maryland Public Information Act (“PIA”) including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively, “the Privacy Laws”). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMUC’s employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMUC would be obligated if the Confidential Information was in the possession or control of UMUC. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.
- 7.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UMUC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.
- 7.6 Contractor’s obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 7.7 Contractor acknowledges that Contractor’s failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 7 shall be a material breach of this Contract.
- 7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor’s possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

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

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

8. SOFTWARE AND SECURITY

- 8.1 Contractor shall endorse UMUC's requirement to adhere to the University System of Maryland ("USM's") IT Security Standards (<http://www.usmd.edu/usm/adminfinance/itcc/ITSecResource.html>). UMUC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:
- Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
 - Assessment of the contractor's security and privacy controls.
 - Inclusion of UMUC's security and privacy requirements in the agreement.
 - Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.
- 8.2 The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.
- 8.3 Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its

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

- 8.4 Report any confirmed or suspected breach of University data to UMUC's Computer Incident Response Team ("CIRT") within one (1) hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of University data shall be reported to UMUC CIRT within 12 hours of discovery or detection.
- 8.5 Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
- 8.6 Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.
- 8.7 On an annual basis, Contractor shall obtain Service Organization Control (SOC) 2, Type 2 report ("the Report") for all facilities from which the Services are provided. It is the Contractor's responsibility that such Report are provided under the terms and conditions of this Contract without the University being required to agree to additional terms and conditions that may be applied by a third-party. If the Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as UMUC's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of UMUC.
- 8.8 UMUC or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of UMUC data. Audits will be at UMUC's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of UMUC or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, UMUC has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.
- 8.9 UMUC shall have sixty (60) days after the expiration or termination date of this agreement to retrieve and download data and content. The Contractor shall make available to UMUC a complete and secure (i.e., encrypted and appropriately authenticated) download file of customer data, sales, and product information in .xml format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The Contractor further warrants that all data and content pertaining to UMUC's program/s is solely owned by UMUC and shall not be transferred or disclosed to any Parties without the written consent from UMUC.

9. RELATIONSHIP OF THE PARTIES

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

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

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

10. DISTRIBUTION OF RISK

- 10.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract. Contractor shall also maintain in full force and effect workers’ compensation insurance as required by the laws of the jurisdiction where the Services are performed. Upon request, Contractor shall provide the University with evidence of such insurance.
- 10.2 Contractor shall indemnify and hold harmless UMUC and the State of Maryland, their officers, employees, and agents, from any and all costs (including, without limitation, reasonable attorneys’ costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor’s performance under this Contract. UMUC agrees to notify Contractor promptly of any known liabilities, claims, or demands against UMUC for which Contractor is responsible hereunder, and Contractor agrees to, at UMUC’s request, defend UMUC or settle any such liabilities, claims, or demands.
- 10.3 Neither Party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, nor special damages, or losses including, without limitation, lost profits and opportunity costs.

11. GENERAL TERMS AND CONDITIONS

- 11.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, UMUC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. UMUC will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which UMUC is entitled pursuant to this Contract shall become the University's property. UMUC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and UMUC can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
- 11.2 Termination for Convenience. The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.
- 11.3 Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or UMUC, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
- 11.4 Suspension of Work. The Procurement Officer unilaterally may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.

11.5 Subcontracting and Assignment.

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

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

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

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

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

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

For the University:

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

For the Contractor:

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- 11.10 Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.
- 11.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times and at no cost to UMUC. These documents may include, but are not limited to, correspondence, the original signed consent form, background search results, W2s, paystubs, employment verification documents, and official transcripts.
- 11.12 Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the Party or Parties hereby contracting with the State of Maryland or any unit thereof.
- 11.13 Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 11.14 Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of this Contract.
- 11.15 Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- 11.16 Political Contribution Disclosure. Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that

every person making contracts with one or more governmental entities during any 12-month period of time involving cumulative consideration in the aggregate of \$100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.

- 11.17 Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.
- 11.18 Ethics. This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMUC employee in connection with this procurement.
- 11.19 Compliance with Laws. The Contractor hereby represents and warrants that:
- 11.19.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 11.19.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 11.19.3 It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 11.19.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- 11.20 Indemnification. UMUC shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
- 11.21 MultiYear Contracts Contingent Upon Appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

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

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

11.23 Insurance.

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

Commercial General Liability Insurance including all extensions-

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

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

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

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

Workers' compensation per statutory requirements.

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

11.23.2 The Contractor shall provide to the Procurement Officer a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter. All insurance certificates provided to the University for general and/or excess liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University as an additional insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University.

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

12. LIVING WAGE

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

consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

12.2 The Living Wage Law does not apply to:

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

- (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in Section 11.2(1)(B), in Section 11.2(3), or in Section 11.3.

- (3) Service contracts for the following:
 - (A) services with a Public Service Company;
 - (B) services with a nonprofit organization;
 - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) services between a Unit and a County or Baltimore City.

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

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

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

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

including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

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

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

**UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

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

CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____ By: _____

APPENDIX D

ELECTRONIC FUND TRANSFER SCHEDULE

Payments to Contractors by Electronic Funds Transfer (EFT)

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

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

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

APPENDIX S

SOLICITATION TERMS AND CONDITIONS

1. Contractor's/Proposer's Responsibility.

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

2. General Requirement.

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

3. Receipt of Proposals.

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

4. Duration of Offers.

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

5. Rejection or Acceptance of Proposals.

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

6. Cancellation of the RFP.

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

7. Incurred Expenses.

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

8. Payment.

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

9. Electronic Funds Transfer (“EFT”).

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

10. Procurement Regulations.

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

11. Confidentiality.

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

regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.

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

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

14. Proposal Affidavit and Certifications.

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

15. Economy of Preparation.

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

16. Multiple Proposals.

Contractors may not submit more than one proposal.

17. Alternate Solution Proposals.

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

18. Telegraphic/Facsimile Proposal Modifications.

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

19. Contractor Responsibilities and Use of Subcontractors

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

objection will be made by University of Maryland University College within 15 days of contract. The contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the contractor of liability.

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

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

21. Arrearages.

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

22. Taxes.

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

23. RFP Response Materials.

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

24. Debriefing of Unsuccessful Offerors.

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

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

25. Maryland Public Ethics Law, Title 15.

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

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

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

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

26. Assistance in Drafting.

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

27. Living Wage Requirements

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

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

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

END OF APPENDIX S