University of Maryland
University College

Office of Marketing

Display Retargeting Consulting Services

Solicitation #91174

Issue Date: February 18, 2014

Due Date for Responses: March 3, 2014

Submit responses to:

Beth Vu Kirk, Sr. Buyer
Goods and Non-Technology Services
beth.jones@umuc.edu
Telephone No.: 301-985-7618
Facsimile No.: 301-985-7151

All questions are to be submitted in writing solely to the above-mentioned person(s) no later than February 24, 2014 12:00 PM EST. Responses may be submitted via hard copy, fax, or e-mail.
1. BUSINESS NEED:

1.1 Purpose. University of Maryland University College (UMUC) seeks proposals from qualified vendors to establish a nonexclusive contract for the provision of display retargeting consulting services on an as-needed basis. UMUC’s Office of Marketing engages in online advertising, which includes paid search, social advertising, and display advertising. UMUC’s online advertising is designed to serve two purposes: generate an overall awareness of the UMUC brand and directly drive potential students to enroll at UMUC. UMUC’s display advertising targets both prospect and retargeting audiences. Through display retargeting efforts, it is UMUC’s goal to reach and re-engage users who have visited one of UMUC’s web or landing pages with an appropriate banner ad to prompt the user to move forward in the lead, application, and enrollment process.

It is anticipated that one (1) contract will result from this Solicitation. The selected vendor will provide consulting services to maximize display retargeting.

1.2 UMUC Background. Since 1947, University of Maryland University College (UMUC) has focused exclusively on the education and professional-development needs of adult students, offering classes at times and locations convenient to students whose busy schedules require that they balance school with full-time jobs and full-time family or community responsibilities. UMUC has earned a worldwide reputation for excellence as a comprehensive virtual university and, through a combination of on-site and online learning formats, provides educational opportunities for lifelong learning to students in Maryland, as well as throughout the United States and around the world. UMUC serves its students through undergraduate and graduate degree and certificate programs, noncredit leadership development and customized programs, and conference services at its Inn and Conference Center in Adelphi, Maryland.

In effort to meet our goals, UMUC spent approximately $200,000 on display retargeting advertising across several display networks during the months of June, 2013, through December, 2013. The display retargeting expenditures account for less than 5% of the total online advertising budget. To deliver qualified leads, UMUC anticipates spending approximately $400,000 for display retargeting advertising, from February 2014 through June 2014. UMUC’s display retargeting advertising budget is expected to increase significantly for next fiscal year, July 1, 2014 through June 30, 2015. For more information about UMUC visit: http://www.umuc.edu/visitors/about/

1.3 Term. The contract arising from this Solicitation shall commence on the date the contract is executed on behalf of UMUC, or such other date as UMUC and the vendor shall agree. The maximum fee resulting from this Solicitation shall not exceed $100,000.00.

2. SCOPE OF WORK:

The Scope of Work will include, but will not be limited to, the following:

- Review UMUC’s past and current retargeting results, placements (including display networks and ads), messaging, landing pages, pixel placements, etc.
• Provide a basic strategic framework for digital marketing and how retargeting can provide high-quality candidates.

• Provide a clear, funnel-based approach to digital marketing (strategy and tactics).

• Recommend display retargeting networks or sites.

• Recommend frequency capping, bid strategies, day parting, and budgets based on UMUC’s goals.

• Assist with the development of appropriate sequential messaging for ads and the corresponding landing pages as it relates to the conversion funnel for UMUC.

• Provide information on best practices for display retargeting advertising and display advertising.

• Review the results from tactics implemented and provide recommendations for adjustments as warranted.

3. SOLICITATION RESPONSE REQUIREMENTS:

The following documentation must be provided in the response:

3.1 Company Profile

A. Provide a brief history of the company including the number of years providing display retargeting consulting services with emphasis on the required functions specified in the Scope of Work above.

B. Provide a minimum of three (3) client references (contact name, company name, and telephone number including extension numbers). If available, higher education references are preferred. UMUC reserves the right to contact references not provided in the proposal.

3.2 Technical Approach

Provide a narrative of how your firm will provide and approach the requested services in the Scope of Work, set forth in Section 2 of this solicitation.

3.3 Pricing/Fees

Provide pricing plan(s) that include an itemized breakdown of services and fees for display retargeting consulting services. Vendors are to complete the Pricing Sheet included in this solicitation. See Pricing Sheet, page 6.
3.4 Case Studies

Vendors are to provide two (2) case studies that represent the Vendor’s capability to provide the display retargeting services required and as listed in the Scope of Work, Section 2. The case studies should demonstrate the Vendor’s ability to provide successful display retargeting consulting services.

The case studies must include:

A. **A descriptive narrative of the project.** Narrative may include but is not limited to:
   - Client’s display retargeting issue.
   - Vendor’s approach and methodology recommendation to client.
   - Results achieved.

B. A timeline schedule and the services provided by the Vendor (this may be presented in phases).

C. Quantitative results.

Please label each case study with your firm’s name. Case studies will not be returned.

4. **PROJECT SCHEDULE:**

   Solicitation Issue Date: February 18, 2014
   Questions and Non-Disclosure Agreement Submission Due Date: February 24, 2014 - 4:00 p.m. EST
   Proposal Due Date and Time: March 3, 2014 - 4:00 p.m. EST
   Anticipated Award Date: March 17, 2014
   Anticipated Contract Start Date: March 21, 2014

5. **TERMINATION FOR CONVENIENCE:**

The University reserves the right to terminate this contract, in whole or in part, at its convenience. The University will pay all reasonable costs incurred by the firm up to the date of termination. However, the firm shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.
6. **PROJECT MANAGEMENT:**

The UMUC Office of Marketing will be providing the management services for this contract.

7. **SUBMISSION AND EVALUATION OF THE RESPONSES:**

Responses are to be provided by the due date noted above. Responses are to be submitted electronically to:

Beth Vu Kirk, Sr. Buyer  
Goods and Non-Technology Services  
beth.jones@umuc.edu  
Telephone No.: 301-985-7618  
Facsimile No.: 301-985-7151

Responses must be submitted by an individual of the company who can bind the firm to all contents of the response.

Responses will be evaluated for technical merit of how well the proposed services meet the needs of the University, as well as price. Responses will be evaluated for the company who provides the most advantageous proposal to the UMUC considering the firm’s qualifications, references, pricing as well as evaluations of the two (2) case studies provided with the solicitation. The technical aspects of the response will weigh greater than the price, i.e., a company’s response evaluated to be more technically responsive even though it has a higher associated price, may be awarded the contract. One (1) award is anticipated to result from this procurement. The decision as to the “most advantageous” is solely at the University’s discretion.

Further information may be requested by the University during the evaluation process.

UMUC reserves the right to reject in whole or in part, any and all proposals without liability and/or to accept any bid in the interest of the State of Maryland.

8. **RESULTING CONTRACT, NON-DISCLOSURE AGREEMENT AND WORK PRODUCT:**

A University contract will be issued to the selected firm. By responding to this Solicitation, proposers are accepting that they will agree to execute the attached Agreement including mandatory Terms and Conditions for contract award. As part of the attached Agreement, the awarded contractor shall be entering into a Non-Disclosure Agreement with UMUC for confidentiality and protection of UMUC’s intellectual property. (Refer to Sections 6 and 7 of the Agreement). All work product and documentation shall be regarded as a work for hire and is the property of University of Maryland University College and may not be copied or reproduced without its expressed written permission.

Enclosures: Solicitation Terms and Conditions
Pricing Sheet: Solicitation #91174

Due Date: March 3, 2014, no later than 4:00 p.m. EST

Vendor:

Responses must include all pricing/fees associated with providing display retargeting consulting services. You may add additional sheets as necessary. Local travel will not be reimbursed.

Provide pricing plan(s) and an itemized breakdown of the services and fees for display retargeting consulting services.

Pricing may include but are not limited to:

Hourly Rate/Fees:
- Marketing Manager
- Marketing Analyst

Package Fees/Quarterly Fees/Monthly Fees:
- Analytical Reporting
- Display Optimization
- Customer Support
- Account Management

Creative Development Fees:

Copywriting Fees:

*Firm may include other types of fees not listed.

(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)

__________________________ 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
NON-DISCLOSURE AGREEMENT
for
Responders to the University of Maryland University College
Solicitation #91174
Display Retargeting Consulting Services
Due Date: February 24, 2014

This Non-Disclosure Agreement (the “Agreement”) is by and between University of Maryland University College (“UMUC”) and ______________________________ (“Vendor”).

1. UMUC and Vendor intend to enter into discussions and negotiations which may or may not result in a business relationship or agreement between UMUC and Vendor.

2. The Vendor acknowledges and understands that in connection with these discussions and negotiations, Vendor 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 Agreement, “Confidential Information” means all information provided by UMUC to Vendor, including without limitation information concerning UMUC’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, programming, 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. Confidential Information includes programming created by UMUC and programming used by UMUC even if it was not created by UMUC.

3. The Vendor shall use the Confidential Information disclosed to them only for the purpose of conducting the discussions and negotiations and for no other purpose. The Vendor shall protect the Confidential Information disclosed from UMUC from disclosure with the same degree of care it uses in handling its own information of a similar nature. Further, Vendor will assure the strictest measures are taken to protect the security and confidentiality of such information including controlled and audited access to any location where such confidential and proprietary data and materials reside while in the custody of Vendor and employing security measures to prevent system attacks (e.g., hacker and virus attacks). In furtherance of the foregoing, and not by way of limitation, Vendor shall:

   a. not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required during the discussions and negotiations;

   b. disclose the Confidential Information to only those of its own employees, officers, directors, agents or advisors having a reasonable need to know the same;

   c. not make copies of the Confidential Information except as is reasonably necessary for the performing of the Services;
d. return all copies of the Confidential Information in any format whatsoever to the other Party within five (5) days of receipt;

e. destroy any paper and/or digital copies of the Information at the end of the discussions and negotiations under this Agreement.

4. The Vendor shall notify UMUC immediately of any actual or suspected breach of security with respect to Confidential Information. The Vendor will notify UMUC immediately of any unusual circumstances surrounding the use of Confidential Information, including but not limited to web-based technical problems, power outage affecting test delivery, suspicion concerning identity of person logging on, or subcontractor system intrusions (e.g., attack by hacking, virus infection). Notifications to be made under this Section shall be made in the most expeditious manner possible (telephone with e-mail confirmation is preferred) to the appropriate project manager.

5. The Vendor 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 Vendor 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. For the purpose of this Agreement, Vendor shall follow and be bound by the interpretation and application that UMUC gives to the Privacy Laws.

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

7. The Vendor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Vendor’s possession or control. The Vendor 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

8. The Vendor acknowledges that Vendor’s failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause UMUC grievous irreparable harm and injury. The Vendor further agrees that there is no adequate remedy at law for any breach of its obligations under this Agreement and upon any such breach or any threat thereof by Vendor, UMUC will be entitled to appropriate equitable relief, including immediate
injunctive relief and monetary damages resulting from material breach of this Agreement, as well as any other rights and remedies that may be available to UMUC by law.

9. The Vendor’s obligations with respect to Confidential Information shall survive the expiration or the termination of the discussions and negotiations and this Agreement.

10. This Agreement shall be governed by the laws of the State of Maryland and enforced in the courts of and for the State of Maryland.

University of Maryland University College

By: Laura McWeeney, Esq.
Name: Laura McWeeney, Esq.
Title: AVP of Procurement and Business Affairs
Date: _____________________________
Address: 3501 University Boulevard East
Adelphi, MD 20783
THIS CONTRACT is made this _____ day of ______________, 2014, 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 ______________________________________________________ with principal offices located at ________________________________, ________________, ___________ _____ (hereinafter referred to as “Contractor”).

RECITALS

The University issued solicitation documents (Reference ____________) ______ on_________, ______, 2014, or, absent a solicitation document, requested in writing, as amended from time to time (the “Solicitation”), to solicit a provider of ____________ services. Contractor submitted a technical proposal dated ___________ 201_ and price proposal dated ___________ __, 201_, and accepted by the University (collectively, “Proposal”) in response to the Solicitation, and the University subsequently selected the Contractor as the awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.1 Contractor shall provide non-exclusive display retargeting consulting services (the “Services”), as needed by UMUC’s Office of Marketing, in accordance with the terms and conditions of this Contract.

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

   o This Contract Form (pages 1 through __);
   o Exhibit A: Solicitation #91174 and all amendments to the Solicitation;
   o Exhibit B: Contractor’s Proposal dated March 3, 2014.
   o Attachment A: Iran Affidavit
   o Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).

2. PROFESSIONAL SERVICES

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

2.2 This Contract shall be in effect starting on March 17, 2014. The maximum fee for the Contract cannot exceed $100,000. The total fees for services required to complete the Project(s) shall not exceed the maximum fee.
2.3 The UMUC Office of Marketing 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.

2.4 The professional services team for the Contract shall be the same team identified in the Contractor's submittal responding to UMUC's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to UMUC's approval, and notify UMUC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to UMUC in writing as they occur.

2.5 All terms and conditions of UMUC's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon UMUC and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMUC.

3. FEES AND PAYMENT

3.1 The Contractor's fees shall not exceed the rates set forth in the Contract per the Contractor's proposal, hereto as Exhibit B of this contract. There is no guarantee of a dollar amount of work under this Contract.

3.2 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University's receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

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

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

3.3 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. The University is generally exempt from such taxes, and Contractor agrees not to charge the University for such taxes in accordance with applicable law. The University will provide exemption certificates upon request.

3.4 Electronic funds may be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor an exemption.
Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

4. **WORK PRODUCT**

4.1 Contractor shall complete all tasks, reports, and presentations required by the University and other reports set forth in the relevant Projects.

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

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

4.4 Contractor and 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, assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

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

4.6 In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

5. **EVALUATION AND ACCEPTANCE PROCEDURE**

5.1 Upon completion and delivery of each deliverable by Contractor, UMUC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 3 of this Contract will be based on the completion/delivery of a deliverable by Contractor and acceptance by UMUC of each deliverable. Contractor will demonstrate to UMUC that the deliverable has been completed or has occurred and will provide UMUC with written notice of the same.

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

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

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

6. INTELLECTUAL PROPERTY

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

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

7. CONFIDENTIAL INFORMATION

7.1 Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given 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. RELATIONSHIP OF THE PARTIES
8.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the parties. Neither Party shall bind or attempt to bind the other to any contract, warranty, covenant or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance.

8.2 It is understood and agreed that Contractor is an independent contractor of the University, and not an employee. Except as set forth in this Contract, 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.

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

8.4 Non-Exclusivity. This Agreement is non-exclusive. UMUC reserves the right to arrange for the Services provided hereunder from any other Party.

9. DISTRIBUTION OF RISK

9.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract. Contractor shall also maintain in full force and effect workers’ compensation insurance as required by the laws of the jurisdiction the Services are performed. Upon request, Contractor shall provide the University with evidence of such insurance.

9.2 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.

9.3 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.

10. GENERAL TERMS AND CONDITIONS

10.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, 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.

10.2 **Termination for Convenience.** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

10.3 **Delays and Extension of Time.** The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or 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.

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

10.5 **Subcontracting and Assignment.**

10.5.1 The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of 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.

10.5.2 Neither Party may assign this Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to 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.

10.6. **Maryland Law Prevails.** The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.
10.7 Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.

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

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

For the University:

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

For the Contractor:

__________________________________
__________________________________
__________________________________

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

10.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

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

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

10.14 **Contingent Fee Prohibition.** The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of this Contract.

10.15 **Financial Disclosure.** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

10.16 **Political Contribution Disclosure.** Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12-month period of time involving cumulative consideration in the aggregate of $100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.

10.17 **Anti-Bribery.** The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

10.18 **Ethics.** This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMUC employee in connection with this procurement.

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

10.19.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

10.19.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

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

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

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

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

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

10.23 Insurance.

10.23.1 The Contractor shall secure, and shall require that 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 $1,000,000 products/completed operation
  - Not less than $1,000,000 general aggregate
- Worker’s compensation per statutory requirements
- If applicable, Fiduciary Bonding of Workers with access to credit card information.

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

The Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of services under this Agreement. The Contractor shall also maintain in full force and effect workers’ compensation insurance as required by the laws of the jurisdiction in which the services are performed. Prior to award, the Contractor shall provide UMUC with evidence of such insurance.

10.23.2 All policies for liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face UMUC as an additional named 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 UMUC and to the persons or property of employees, student, faculty members, agents, officers, regents, invitees or guests of UMUC.
10.23.3 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify, in writing, the Procurement Officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy.” Upon the request of the Procurement Officer, a certified true copy of each policy of insurance including the above endorsement manually countersigned by an authorized representative of the insurance company shall be furnished to the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder’s rating of “A-“or better.

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: ____________________________
ATTACHMENT A

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 contractor for which I am acting.

B. 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:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

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: ____________________________________________
EXHIBIT A and B
Display Retargeting Consulting Services

This Exhibit A and B to THIS CONTRACT is made this 17th day of March, 2014, 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 __________________________, with principal offices located at __________________________ (hereinafter referred to as “Contractor”).

Statement of Work: