Due Date for Responses: Monday, February 24, 2014, 4:00 p.m. ET

Submit responses (e-mail or fax submittals are acceptable) to:

Sharon G. Barry  
Director of Procurement Goods & Non-Technology Services  
Sharon.barry@umuc.edu  
Telephone No.: 301-985-7156  
Facsimile No.: 301-985-7151

All questions are to be submitted solely to the above mentioned person and must be submitted by February 17, 2014.
PROJECT NAME: Grant Evaluation Services

1. PROJECT SCOPE:

1.1 Purpose. The University of Maryland University College (UMUC) seeks proposals for an external evaluator to review the third and final phase of a Kresge Grant provided to UMUC to conduct data mining, identify factors related to student success, and the evaluation of interventions designed to improve student success. The evaluator will provide a review of the research, interventions, and data development initiatives as part of the final phase of the Kresge Research Grant project.

1.2 UMUC Background. UMUC, one of the 11 degree-granting institutions of the University System of Maryland, is a global university specializing in high-quality, career-oriented degree and non-degree programs tailored to the current workforce. UMUC is a unique institution with a unique mission. As the “Open University” of Maryland and of the United States, UMUC is committed to being the University of Choice for working adults and other nontraditional students who constitute its three historic constituencies: residents of the State of Maryland; members of the U.S. Armed Services and their families; and national and international students pursuing their higher education goals online.

The University’s long-standing mission has been to offer credit-bearing educational programs to adult students in innovative modalities. At the same time, the philosophy of education for adults has demanded a continuum of lifelong learning. The response from higher education is evidenced by the emergence of self-sustaining activities focused on developing and delivering workforce training, non-credit programs, and professional development. UMUC has developed strong client relationships with many organizations in the for-profit, not-for-profit, and government realms.

The first and second phase of the grant evaluation has been completed. The third and final phase of the grant evaluation will consist of a review of the research, execution and evaluation of interventions, and data development initiatives completed thus far.

2. STATEMENT OF WORK:

The evaluators are responsible for evaluating the research questions, methodologies, and analyses. The evaluation will determine to what extent the research results met the requirements for the Kresge Research Grant. The interventions will be evaluated based on the planning, execution, results, and relevance to the Kresge Research Grant. The design, development, and maintenance of the data in the Kresge Data Mart will be evaluated for its ability to support this research project and for the tracking of community college students’ success through their careers across multiple institutions. The evaluators will:

- Review the grant documents,
- Develop an understanding of grant requirements,
- Participate in Workgroup meetings,
- Provide feedback and recommendations on the project to guide research and interventions, and
• Discuss strategies to improve grant execution.

During the final phase of this project, the evaluator will deliver an interim evaluation report and a final report to demonstrate how UMUC is meeting/has met the expectations and requirements of the Kresge Research Grant. The evaluator will work with the team to develop criteria for the evaluation of grant related activities. The evaluator will provide consultation via email, telephone, or webinar and in writing on a monthly basis. The final evaluation report is required based on criteria outlined in the Kresge Research Grant documents. The evaluator will be expected to meet with the team and the advisory group on-site at the UMUC Administration Building in Adelphi, Maryland, to discuss the final evaluation.

UMUC will provide the evaluator with the following documents (about 500 pages):

1. The Kresge Grant proposal and requirements,
2. Fourteen knowledge sheets that summarize the research that has been conducted so far,
3. Phase 1 and Phase 2 reports,
4. Research plan for Phase 3,
5. Project plan documents,
6. Intervention materials, and
7. Any other document that the consultant requests.

Deliverables will include the following:

1. Interim evaluation report due July 1, 2014
2. Final report due September 15, 2014

The evaluator will provide consultation via email, telephone, or webinar and in writing on a monthly basis. The final evaluation report is required to be based upon criteria outlined in the Kresge Research Grant documents. The evaluator will be expected to meet with the team and the advisory group on-site at the UMUC Administration Building in Adelphi, Maryland, to discuss the final evaluation.

3. SOLICITATION RESPONSE REQUIREMENTS:

The following documentation must be provided in the response:

3.1 Company Profile.

A. Provide a brief history of the firm including number of years in assessing Grant requirements within the higher education environment.

B. Describe your firm’s resources and capabilities specific to providing reports, consultations, and a planning process for reviewing and analyzing Grant requirements.
C. Describe your firm’s client experiences relevant to reviewing and analyzing grant requirements. Please include any relevant experience related to higher education specifically and the field of education in general.

3.2 Technical Approach. Provide a narrative of how your firm will provide the requested services in the Statement of Work. Include in this narrative:

A. The proposed methodology for assessing and evaluating Grant requirements, providing results, and preparing the deliverables outlined in the Statement of Work.

B. Description of the project breakdown and timeline of activities.

C. Description of the UMUC resources, if any, that you will require for the review and analysis.

3.3. Resumes.

Resume(s) of the proposed Principal Evaluator(s) who will conduct the external review. The Principal Evaluator is defined as the person who will be UMUC’s point of contact for the contract as well as the point of contact for the evaluation services and expert review of the project. The resume is to include educational and employment background; similar external review experience; and, a minimum of two (2) client references (contact name, company name, telephone number, including extension number) where the person has been assigned in the same capacity. If more than one expert is proposed to support the professional services included in the project, the proposer shall provide this information for each proposed project resource. It is preferred that the proposed Principal Evaluator have higher education project experience in his/her background.

3.4. Pricing.

Pricing is requested based on single price for the comprehensive review, recommendations and final report in both electronic and printed formats.

Pre-authorized travel for the on-site review will be reimbursed pursuant to UMUC’s “Policy on University Travel,” Policy 380.10 (attached).

4. PROJECT SCHEDULE:

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<thead>
<tr>
<th>Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>Solicitation Issue Date:</td>
<td>February 10, 2014</td>
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<tr>
<td>All Questions Submitted by:</td>
<td>February 17, 2014</td>
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<tr>
<td>Proposal Due Date and Time:</td>
<td>February 24, 2014</td>
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<tr>
<td>Anticipated Award Date:</td>
<td>February 28, 2014</td>
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</tbody>
</table>
Anticipated Contract Start Date: March 3, 2014
Completion Date for All Deliverables: September 15, 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 Internal Research will be providing management services for this Contract.

7. SUBMISSION AND EVALUATION OF THE RESPONSES:

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

Sharon G. Barry                  Sheila L. Davis
Director of Procurement          Contract Manager
Sharon.barry@umuc.edu             sheila.davis@umuc.edu
Telephone No.: 301-985-7156      Telephone No.: 301-985-7143
Facsimile No.: 301-985-7151      Facsimile No.: 301-985-7151

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

Responses will be evaluated for technical merit as well as price. Responses will be evaluated for the firm who provides the most advantageous proposal to the UMUC considering qualifications of the Principal Consultant(s) and, if applicable, other potential assigned staff, firm profile, technical approach to providing the services, and price.

The technical aspects of the response will weigh greater than the price, i.e., a firm’s response evaluated to be more technically responsive even though it has a higher associated price, may be awarded the contract. 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. In responding to this Solicitation, proposers are accepting that they will agree to execute the attached Consulting Agreement including mandatory Terms and Conditions for contract award. As part of the attached Consulting 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 Article 8 of the Agreement). The resulting contract shall be for a not-to-exceed amount. All work product and documentation shall be regarded as a work for hire and is the property of the University of Maryland University College and may not be copied or reproduced without its expressed written permission.

Enclosures: Solicitation Terms and Conditions
UMUC Consulting Agreement inclusive
UMUC Policy on University Travel Policy 380.10

END OF SOLICITATION DOCUMENTS FOR
Grant Evaluation Services
Solicitation #91185
THIS CONTRACT ("Contract") is made as of this _____ day of _____________, 2014, by and between ____________________, a corporation organized under the laws of the State of _______________, with offices at ______________________, ______, ______, hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

RECITALS

The University issued solicitation documents (Reference ____________) _____ on ___________, ______, 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 ___________ _ 2014, and price proposal dated ___________ _, 2012, and accepted by the University ("collectively Proposal") in response to the Solicitation, and the University subsequently selected the Contractor as the awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.1 Contractor shall provide to the University ______________ professional services (the "Services"), as from time to time ordered by the University, in accordance with the terms and conditions of this Contract.

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

- This Contract Form (pages 1 through ___);
- If applicable, The Solicitation # ___________ and all amendments to the solicitation, or absent a Solicitation, the UMUC request for submittal of a Proposal;
- Contractor’s Technical Proposal dated ___________ as to Sections ___ only and Price Proposal dated ___________ ; 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 This Contract shall be in effect from ________________ __, 201_ through ___________ __, 201_ unless otherwise extended, expired or terminated pursuant to this Contract. If applicable, there are ___ 12-month renewal options at UMUC’s sole option.

2. PROFESSIONAL SERVICES

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

2.2 The maximum fee for the Contractor's professional services is _______. The Contractor's
fees for services required to complete the Project shall not exceed the maximum fee.

2.3 The UMUC Office of Institutional Research will designate a staff member to act as
coordinator ("Project Coordinator") between UMUC and the Contractor. Throughout the
period of the Project, copies of all correspondence, work products, specifications,
estimates and other materials prepared by the Contractor should be directed to the Project
Coordinator and also to any other UMUC personnel designated by the Project
Coordinator. Direct contact or communication by the Contractor with other UMUC
offices or any other entity concerning the Project shall be made only with the prior
knowledge and concurrence of the Project Coordinator.

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

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

3. FEES AND PAYMENT

3.1 Contractor's fees shall not exceed the rates set forth in the Contract per the Contractor's
price proposal dated ________________.

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.

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

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

4. WORK PRODUCT

4.1 Contractor shall complete all reports and presentations required by the University and other reports set forth in the Statement of Work under Section 2 of this Contract.

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

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

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

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

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

7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.

7.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.

7.4. Contractor acknowledges and understands that UMUC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), the Gramm Leach Billey Act (“GLBA”), or the Maryland Public Information Act (“PIA”), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the “Privacy Laws”). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMUC’s employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMUC would be obligated if the Confidential Information was in the possession or control of UMUC. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.

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

7.6 Contractor’s obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
7.7 Contractor acknowledges that Contractor’s failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 6.1 shall be a material breach of this Contract.

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

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

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

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

8. RELATIONSHIP OF THE PARTIES

8.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the parties. Neither party shall bind or attempt to bind the other to any contract, warranty, covenant or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance.

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

9. DISTRIBUTION OF RISK

9.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract. 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 the University and the State of Maryland, their officers, employees, and agents, from any and all costs (including without limitation reasonable attorneys’ costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor’s performance under this Contract. The University agrees to notify Contractor promptly of any known liabilities, claims, or demands against the University for which Contractor is responsible hereunder, and Contractor agrees to at UMUC’s request defend the University or settle any such liabilities, claims, or demands.

9.3 Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, 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, the University may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The University will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which the University is entitled pursuant to this Contract shall become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies And Procedures.

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

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

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

10.5 Subcontracting and Assignment.

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

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

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

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

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

For the University:

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

For the Contractor:

____________________
____________________

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

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

10.12 **Non-Hiring of Employees.** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
10.13 **Non-Discrimination in Employment.** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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

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

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

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

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

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

10.19.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
10.19.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

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

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

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

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

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

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

10.23 **Insurance**

10.23.1 The Consultant 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 Consultant 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. Upon request, the Consultant shall provide the University 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 the University as and 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 the University and to the persons or property of employees, student, faculty members, agents, officers, regents, invitees or guest of the University.

10.23.3 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing 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 coverage’s 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: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

CONTRACTOR

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________
EXHIBIT A TO GRANT EVALUATION SERVICES CONTRACT

THIS Exhibit A to CONTRACT ("Contract") _______ is made as of this _____ day of ____________, 2012 by and between ______________________, a corporation organized under the laws of the State of ________, with offices at ______________________, ________, ________, hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

Description of Statement of Work:
Policy 380.10 - Policy on University Travel

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<tr>
<th>This File: 380.10</th>
<th>Replaces 380.10</th>
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**ORIGINATOR:** Business Officer

**SUBJECT:** Policy on University Travel

I. **Introduction**
   This UMUC Travel Policy provides UMUC's travel and reimbursement policy and procedures to be followed when UMUC faculty and staff travel for the purpose of engaging in official UMUC business. This Policy incorporates the University System of Maryland (USM) Travel Policy VIII-11.00 and includes a link to Policy Attachment 11.10, Schedule of Reimbursement Rates.

II. **Policy**
   UMUC will only pay for and reimburse Travelers (as defined below) for travel on UMUC matters ("UMUC Travel") when the procedures outlined below for each UMUC division are followed. The President, Provost and Chief Academic Officer, Chief Business Officer, Senior Vice President of Overseas Operations, or Senior Vice President of Partnerships, Marketing, and Enrollment Management can elect to make exceptions to the policies outlined on an as-needed basis.

III. **Definitions**
   A. **Traveler** is defined as a UMUC faculty or staff member who is traveling to engage in official UMUC business. The President, Provost and Chief Academic Officer, Chief Business Officer, Senior Vice President of Overseas Operations, and Senior Vice President of Partnerships, Marketing, and Enrollment Management have the authority to designate non-UMUC faculty and staff as a Traveler within the meaning of this Policy.
   
   B. **Local Travel**
      1. **UMUC Stateside:** Stateside Local Travel is defined as in-state travel. Stateside Local Travel includes travel throughout the State of Maryland as well as within the Washington, D.C., metropolitan area (for example, D.C., Alexandria, Reston and Fairfax, VA). It does not include an overnight stay.
      2. **UMUC Overseas Divisions:** Overseas Local Travel is defined as travel which does not include an overnight stay.
   
   C. **Non-Local Travel**
      1. **UMUC Stateside:** Non-Local Travel is defined as all out-of-state travel and any in-state travel which includes an overnight stay. (See B.1. above for the definition of in-state travel.)
2. **UMUC Overseas Divisions**: Non-Local Travel is defined as travel which includes an overnight stay within the geographical areas applicable to the Division.

D. **International Travel**
   1. **UMUC Stateside**: International Travel is defined as travel outside of the United States.
   2. **UMUC Overseas Divisions**: International Travel is defined as travel to a location outside the geographical areas applicable to the Division.

E. **Overseas Faculty Travel for Teaching Purposes**
   1. Travel outside Division sites to an Overseas teaching/working location is defined as overseas Travel.
   2. Travel within Division sites is defined as Intra-theater PCS Travel or Intra-theater TDY Travel depending on the number of days the faculty member or staff member is assigned to the location.

IV. **Approval Procedures**
   **Obtaining Approval for Travel**: For all UMUC Divisions (UMUC Stateside, UMUC Europe and UMUC Asia), the UMUC Travel Authorization Request Form is to be utilized to obtain the required pre-approval which includes the purpose of the travel and estimated cost. The form is available on the UMUC Intranet at the Travel Homepage.

A. **Local Travel**
   1. **UMUC Stateside**
      a. Travelers do not need to obtain formal pre-approval, but they should ensure that their direct supervisor knows of the planned travel.
      b. A Traveler shall obtain prior approval from his/her department manager or authorized direct supervisor to use his/her personal vehicle for Local Travel.
   2. **UMUC Overseas**
      a. UMUC Asia and UMUC Europe Travelers must obtain pre-approval from their department manager or authorized direct supervisor for all Overseas Local Travel. For UMUC Asia Overseas staff (i.e., Area Director, Academic Advisors, Academic Deans and Financial Advisors) where Overseas Local Travel is an inherent part of their job function, the submission of an approved annual travel plan by the employee's department head will constitute approval of Overseas Local Travel.

B. **Non-Local Travel**
   1. **UMUC Stateside**
      a. Travelers must obtain written pre-approval from the appropriate Cabinet member prior to initiating Stateside Non-Local Travel arrangements or commencing the travel. Cabinet members shall obtain prior approval from their supervisor.
      b. UMUC funds may only be utilized for airline or train travel via coach fare.
Travelers who choose to travel in a class that is more expensive than coach will be responsible for the any portion of the fare that exceeds the cost of the coach ticket.

c. Travelers who choose to extend their stay to include days prior to or following authorized business travel dates are responsible for any cost related to the extended stay as this is considered personal travel and any related costs are not reimbursable.

2. **UMUC Overseas**
   a. Travelers must obtain written pre-approval from the Senior Vice President of Overseas Operations or designee prior to initiating travel arrangements or commencing the Overseas Non-Local Travel.
   b. For UMUC Asia Overseas staff (i.e., Area Director, Academic Advisors, Academic Deans and Financial Advisors) where travel is an inherent part of their job function, the submission of an approved annual travel plan by the Department Head will constitute approval of Overseas Non-Local Travel.
   c. This approval is required even if the Non-Local Travel is at no cost to UMUC.

C. **International Travel**

1. **UMUC Stateside:** Travelers must obtain written pre-approval from the appropriate Executive Committee member, as applicable. International travel by an Executive Committee Member must be approved by the President. International Travel by the President must be approved by the Chief Business Officer.

2. **UMUC Overseas:** Travelers must obtain written pre-approval from the Senior Vice President of Overseas Operations. International Travel by the Senior Vice President of Overseas Operations must be approved by the President.

V. **Reservations and Ticketing**

A. **General Information**

1. Travelers and travel arrangers should ensure that all arrangements are reasonable and appropriate and be alert to possibilities to obtain air, hotel and rental car services at the discount rates available to the University System of Maryland or institution. All Travelers are expected to make advance bookings, using the least expensive logical fare via the most direct route (or other reasonable routing that results in a lower fare). Often, air travel is less expensive than traveling by car. All air and rail tickets must be purchased through the contract travel service vendors identified by UMUC.

2. UMUC Overseas Travelers must contact the Overseas Logistics Office for travel arrangements or to obtain prior written approval for the Traveler to make his/her own travel arrangements.

B. **Travel Changes**

1. If travel plans change, UMUC will pay cancellation penalties ONLY when the change was made for the convenience of UMUC or necessitated by emergency
circumstances. If travel plans change for the Traveler's benefit, the Traveler bears the costs associated with the cancellation. The Traveler (or unit) shall contact the applicable travel agency/coordinator/Logistics Office to pursue possibility of refunds resulting from an emergency situation.

2. If an emergency situation arises such as weather delays or other delays due to airline situations, the Traveler shall contact the Travel Office or Logistics Office to coordinate flight changes and/or extend the hotel stay.

C. UMUC funds may not be used for the purchase of flight insurance.

VI. **Reimbursement**

A. **Reimbursement Policy**

1. All reimbursement requests are to be submitted on UMUC's Expense Statement form found on the UMUC Intranet on the Travel Web site.

2. All reimbursements must be documented with actual receipts (except for meals per diem).

3. All reimbursements must be submitted within thirty (30) days of the completion of travel, unless an exception is made by the Chief Business Officer, or his designee.

B. **Lodging**

1. The cost of hotel accommodations will be reimbursed on the basis of receipts at the single room rate unless the room is shared by two (2) UMUC employees for whom the double occupancy rate would apply. Travelers are required to stay at a reasonably priced hotel.

2. Any overage above the single room rate, which is a result of non-official travelers utilizing the accommodations, will be the personal financial responsibility of the Traveler.

3. UMUC Stateside Travelers to UMUC Europe must stay at the Hotel Rose or Hotel Ibis. UMUC Stateside Travelers to UMUC Asia must stay on the base. Exceptions must be approved in writing by the Senior Vice President of Overseas Operations prior to the travel.

C. **Extended Travel**

From time to time, UMUC Stateside or Overseas staff and faculty may have extended assignments at a UMUC Overseas location. The University may lease a house or apartment at an overseas location for use of the UMUC faculty or staff assigned to that location. Depending on the length of the assignment and other circumstances, the faculty and/or staff member may be responsible for the payment of rent and other related expenses.

D. **Meal Reimbursement**

1. **UMUC Stateside**

   a. The USM Chancellor and Board of Regents establish per diem rates for meal reimbursements in USM Policy Attachment VIII, 11.10 (Schedule of Reimbursement Rates). This information is available on the USM Web site.
The USM Chancellor will review the information in the Schedule of Reimbursement Rates at a minimum during the first quarter of the fiscal year and provide the institution with a current schedule of reimbursement rates.

b. For Stateside Non-Local Travel, the per diem rates may be increased for high cost areas as identified on the UMUC Travel Web site.

c. A partial day's travel is eligible for the appropriate meal (s) consumed when travel time encompasses a period of two hours before and two hours after the meal (s).

d. Travelers cannot claim the per diem reimbursement for meals that are included under other arrangements during travel such as meals in flight, meals included in the conference registration fee, meals purchased for the Traveler by others, etc.

e. Travelers will be reimbursed only at the per diem rates; receipts are not required. Meal reimbursement will not be reimbursed at an amount greater than the per diem, per meal amount; except as provided for under Policy 390.20- Official Meal Expenses.

f. International travel for Stateside Travelers is reimbursed at the U.S. Department of State Meal and Incidental (M&IE) rate which includes both meals and incidentals. UMUC will only reimburse for the meal portion of this rate. For policy on incidentals, see Miscellaneous Travel Expenses below. These can be found at the UMUC Travel Web site.

g. UMUC funds may not be used for the purchase of alcoholic beverages.

2. UMUC Overseas Divisions

   a. Travelers will be reimbursed at the per diem rates established by the Senior Vice President of Overseas Operations, as approved by the department manager or authorized direct supervisor as necessary regardless of whether the travel is local or non-local.

   b. Travelers will not be reimbursed for alcoholic beverages, unless pre-approved by the Senior Vice President of Overseas Operations or designee.

E. Vehicles

1. Use of State-Owned Vehicles

   a. State-owned vehicles may be driven only by University System officers and authorized institution and System personnel and only when acting within the scope of their public duties.

   b. Students for whom the State Treasurer has issued an insurance certificate are considered authorized personnel for this purpose.

   c. A volunteer may be considered authorized personnel only when he or she is engaged in providing a service to the institution, is not paid by the institution, and is providing the service as part of a formal volunteer program.

   d. Any person driving a state-owned vehicle must have a valid driver's license, comply with all traffic laws and obtain approval as required by this Policy.

2. Personal Vehicles: Properly insured personal vehicles may be used for travel on UMUC business. The use of a personal vehicle will be reimbursed at the rate
established in the USM Policy which is available on the USM Web site when travel is in compliance with this UMUC Policy.

a. Local Travel on a weekday is calculated from the Traveler's UMUC office location or point of departure to destination and return, whichever is closer.

b. Local Travel on a weekend or Non-Local Travel is calculated from the Traveler's point of origin.

c. No mileage will be reimbursed for travel between locations in the College Park and Largo vicinities such as PG Metro, University Center, UMUC facilities located in Largo, Adelphi, USM and/or UMD-College Park.

3. **Car rentals:** Where a car rental is deemed necessary and approved by the President, Provost and Chief Academic Officer, Chief Business Officer, Senior Vice President of Overseas Operations, or Senior Vice President of Partnerships, Marketing, and Enrollment Management, the Traveler is expected to lease the least expensive car which will accommodate the trip's requirements. Travelers should take advantage of University System, Federal and State Government, and institution vendor discount rates which are available. A Traveler shall not obtain Collision Damage Waiver (CDW) car rental insurance coverage for travel within the United States. UMUC Overseas Travelers who rent a car outside the United States are to check with the Overseas Logistics Office regarding car insurance. The Traveler will be reimbursed for gas purchased at a gas station with receipts. If feasible, the Traveler should fill the gasoline tank at a gas station prior to returning the car to the rental agency.

4. **Train/Subway/Light Rail/Bus:** When a Traveler is traveling via these methods, the Traveler is to provide actual receipts in order to be reimbursed.

5. Multiple travelers to one destination should carpool when feasible.

6. In the event of an accident while on University business, the Traveler must notify his/her supervisor and the Travel Coordinator or Logistics Office as soon as is feasible.

F. **Miscellaneous Travel Expenses**
Reimbursement of miscellaneous expenses such as telephone calls, laundry/valet, parking fees and the like are acceptable only as noted below.

1. **Parking, Taxi/Shuttle, Telephone and Laundry Costs:** These expenses will be reimbursed based on actual costs with receipt as approved: a) by the department manager or authorized direct supervisor for Local Travel and b) by the appropriate Cabinet member for Non-Local Travelers reasonable and necessary. For example, Travelers to airports should take advantage of long term parking lots, whenever available, rather than the more costly daily garages.

2. The following are examples of expenses that will be reimbursed with a receipt:
   - Reasonable expenses for ground transportation to and from airports, railroad stations, hotels and meeting places
   - Parking fees
   - Bridge, highway or related tolls
Telephone calls necessary to obtain transportation and hotel reservations
Telephone calls allowing travelers to stay in reasonable contact with their
office or family
Laundry service is permissible when the travel is in excess of 5 working
days. Internet connection, fax service or other office services/supplies if
needed to conduct UMUC business
Excess baggage charges
3. **Baggage Handling Gratuities:** Moderate gratuities will be reimbursed for
baggage and/or when the Traveler is transporting UMUC materials and
equipment. Actual receipts are **not applicable** for such expenses.

**VII. Travel with Non-University Employees**

When non-University employees (such as spouses, children, etc.) travel with UMUC
Travelers but are not serving as agents of the institution, Travelers should be careful to
maintain a record of individual expenses. UMUC will not reimburse any expenses
incurred on behalf of the non-University employee. Likewise, air fare or any other
travel expense that is directly billed to the institution should not include expenses for
spouses.