



University of Maryland University College

University of Maryland University College

Commencement Photography Services

SOLICITATION #91405

Issue Date: September 7, 2016
Due Date for Responses: September 21, 2016
No later than 2:00 p.m. EDT

Issuing Office and Contact:

University of Maryland University College
Procurement, Suite 4100
3401 University Blvd. East
Adelphi, Maryland 20783
Wendy Johnson, Assistant Director Goods and Non-Technology Services
wendy.johnson@umuc.edu
301-985-7148

All questions are to be submitted in writing solely to the above-mentioned person no later than **September 9, 2016** at 2:00 p.m. Solicitation documents and details can be found at www.umuc.edu/procurement. It is the prospective proposer's responsibility to monitor that site for updates and amendments.

University of Maryland University College Solicitation 91405 – Commencement Photography Services

PROJECT NAME: Student photography services for stateside commencements at University of Maryland University College (UMUC).

1. PROJECT SCOPE:

1.1 Purpose. UMUC is soliciting proposals for student photography services. Specifically, the Contractor will be expected to capture student portraits at UMUC's annual commencements held in Maryland. There are also several other commencement-related events when student portraits can be taken. UMUC's stateside commencement weekend typically consists of four (4) ceremonies held in May. A morning doctoral commencement ceremony will be held on a Friday, followed by a Saturday morning and Saturday afternoon ceremony, and concluding with a Sunday afternoon ceremony.

It is solely the students' choice whether to purchase the resulting photos. There is no guarantee of a minimum number of orders or dollar amount of revenue.

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. UMUC is one of 11 degree-granting institutions of the University System of Maryland; the university collaborates with other schools in the System and other Maryland educational institutions, both public and private.

Under contract to the U.S. Department of Defense, UMUC is one of the leading education providers for the U.S. military, offering on-site and online classes to active-duty service members and their families at bases throughout Europe and Asia, while also serving members of the military in the United States.

UMUC is recognized as a worldwide leader in online education offering 116 undergraduate and graduate degree and certificate programs fully online. During the past 60 years, UMUC has served more than 1.5 million service members in more than 25 countries across the globe. Today, UMUC brings higher education to Maryland and the entire world—enrolling 90,000 students in more than 150 locations worldwide. Visit www.umuc.edu for more information about UMUC, the largest public university in the United States.

University of Maryland University College Solicitation 91405 – Commencement Photography Services

2. SPECIFICATIONS:

2.1 General.

UMUC's commencements begin with an academic procession. Morning ceremonies begin at 9:00 am; afternoon ceremonies at 3:30 pm. The Friday morning doctoral ceremony is held at the College Park Marriott Hotel and Conference Center located in College Park, Maryland. The Marriott is adjacent to UMUC's Adelphi, Maryland headquarters. The three (3) Saturday and Sunday ceremonies are held at the Xfinity Center on the campus of the University of Maryland, College Park.

The doctoral ceremony usually celebrates 40-50 graduates. The three (3) Xfinity Center ceremonies are planned for 1,200 students per ceremony.

UMUC holds several other commencement-related events at various times during each commencement season. Currently, two (2) commencement fairs are held each season. The first fair is normally in March, and another fair is held during commencement week in May. Future ceremony dates and times are determined a year or more in advance and will be communicated to Contractor.

The Contractor shall:

- Be ready to take portraits two (2) hours prior to each academic procession start time.
- Provide a photographer's assistant to stand onstage to collect and organize the name cards from the name reader. Photographer's assistant shall be dressed appropriately.
- Capture student portraits during the commencement fairs.
- Be solely responsible for travel, shipping of equipment, and all other expenses.
- Be responsible for an onsite visit(s) (on a mutually agreeable date) to review set up needs and to tour the venues prior to the first commencement event.

2.2 Shot List Specifications.

UMUC staff will encourage students to take portraits at designated stations during lulls in the lineup process prior to each ceremony. However, these photographs are optional. The doctoral ceremony on Friday is immediately followed by a reception that will have a portrait station available for students. UMUC will have sample regalia onsite for students to wear for the portraits.

The Contractor shall:

- Capture a minimum of two (2) shots of every student that crosses the stage: (a) handshake photo with the university president; and (b) a posed portrait (with a backdrop) after the graduate has crossed the stage and exited the ramp.
- Suggest other optional photo opportunities.

2.3 Portrait Stations.

Portrait stations shall be available at designated locations during commencement events. Each portrait station shall close at a pre-determined time in order to avoid delaying the procession.

The Contractor shall:

- Provide and operate a portrait station in the respective undergraduate and graduate robing areas at least two (2) hours prior to the start of each academic procession at the Xfinity Center.
- Provide and operate a portrait station during the doctoral reception.
- Provide and operate a portrait station during the commencement fairs.

2.4 Proofs and Ordering.

Proofs shall be available online to view, purchase, and download no later than ten (10) business days after the stateside commencement weekend. Commencement fair proofs shall be available no later than ten (10) business days after the final day of each fair. All correspondence regarding proofs, to include availability and delivery time, shall occur directly between the Contractor and student. Technical proposals shall provide a guaranteed turnaround time.

Contractor shall host and maintain a secure online portal where students may view proofs, order, and pay for pictures. Contractor shall provide a range of delivery options, to include:

- Laminated or framed prints
- Immediate digital download (ideally, with functionality within the photo portal to share via social media)
- Enlarged prints

All orders shall generate an immediate confirmation (e.g., e-mail summary of order) to the student.

2.5 Personally Identifiable Information (PII).

UMUC currently designs and prints a combined name/photo card for each graduate. The photo card contains the graduate's name and e-mail address and is given to the name reader as the student prepares to cross the stage. The name cards are handed to the Contractor at each ceremony. However, some students may voluntarily provide their information ahead of time, such as through a contractor's promotion, or UMUC's commencement RSVP process. Contractor is not permitted to advertise directly to UMUC students. Any contact information obtained in advance of a student crossing the stage shall only be used as a backup in the case of a missing or damaged name card, or to contact a student about his or her proofs. UMUC may also

provide a spreadsheet (or other document) containing student contact information for the purpose of clarifying problems with the name cards, or contacting students about their proofs.

2.6 Communication Plan.

UMUC will provide detailed information as part of its pre-commencement digital and print communication plan. Students will be told (through multiple UMUC channels) that a professional student photographer will be on site during each ceremony (and related events, as appropriate).

UMUC maintains a stateside commencement microsite at <http://umuc.edu/commencement>. Contractor shall provide a link to its viewing/ordering portal, which UMUC will post in various places with accompanying instructions. The link shall be available no later than January 31, 2017. The link shall contain UMUC branding and be approved by UMUC prior to go-live date. The Contractor is responsible for maintaining and hosting the site on their server.

Contractor may not use student information for promotional or marketing practices. Contractor agrees that it shall not use any of the information provided by a student, directly or indirectly, or obtained, directly or indirectly, for, or by, Contractor about a student for any purpose whatsoever other than for the purposes set out in UMUC's Solicitation and resulting Contract. In illustration of the foregoing, and not by way of limitation, Contractor shall not provide to a third party any information about a student, whether or not for sale, and shall not apply any device to obtain information about a student to any electronic equipment used by a student.

2.7 Photo Archives.

Contractor shall keep photographs available online for ordering at least one year following a student's event, and one year after the expiration of the contract term. Longer time periods are certainly encouraged. Refer to Firm Profile in Appendix A for questions relating to photo archives and availability.

2.8 Pricing.

It is the responsibility of the Contractor to ensure that all pricing and ordering information is in accordance with the Contract. All orders are strictly between the student and the Contractor. Students shall have multiple payment options, to include electronic payments when ordering online.

3. FINANCIAL RESPONSIBILITY

Students shall be financially responsible for all costs associated with the ordering, purchasing, and shipping of photographs. Payment of purchases shall be solely between the Contractor and student. Contractor is responsible for collection of all monies owed for purchases. UMUC has no responsibility and is under no obligation to reimburse the Contractor for uncollected payments.

4. PROJECT MANAGEMENT

The UMUC Commencement Services Office will oversee this project. The Director of Commencement Services will be the Project Manager.

5. TERM OF CONTRACT

Any contract arising from this solicitation action shall commence on the date the Contract is executed on behalf of UMUC, or such other date as UMUC and the Contractor shall agree. The term of the Contract is anticipated to be effective mid-October, 2016, for an initial period of approximately nine months through June 30, 2017. For the first contract year, the ordering website shall be fully functioning no later than January 31, 2017.

Upon completion of the initial term, UMUC may, at its sole option, elect to renew the Contract for a period not to exceed four (4) additional one-year periods. At the end of each year of any renewal term UMUC, at its sole option and with a thirty day notice to the Contractor, may elect to discontinue the Contract.

6. SAMPLES

Digital and print samples of student photography shall be included in the proposal for review and evaluation purposes. Proposers shall set up a temporary “UMUC dummy site” in order for UMUC to view sample proofs and photo packages online. At least two (2) different print samples are to be sent with the Technical Proposal. Print samples must be clearly labeled with Proposer’s company name. Samples will not be returned unless a return mailing box or labeled package is provided with the proposal.

7. EVALUATION OF THE RESPONSES

Award will be made to the Contractor providing the most advantageous response and best overall value considering both technical and price factors. For price evaluation purposes, a cost comparison of the proposed rebate amount and cost of photos will be completed. Award is not based solely on the lowest cost.

Overall evaluation will consist of, but is not limited to, approach, samples, references, pricing and proposed rebate. The decision as to the most advantageous offer is solely at UMUC’s discretion. Further information may be requested by UMUC during the evaluation process.

8. SOLICITATION RESPONSE REQUIREMENTS:

The following documentation shall be provided in the response:

8.1 Technical Approach. Include in this narrative a detailed description of how your firm will provide the services. Provide hard copy print samples, as well as a ‘Dummy’ site for on-line viewing.

8.2 Firm Profile. Refer to APPENDIX A

Provide a brief history of the company including number of years providing the services as outlined in the Solicitation, number of employees, and types of services provided. Provide an explanation and detail of the types of safeguards in place to protect Personally Identifiable Information (PII), whether in electronic or hardcopy format.

8.3 Firm Experience and References. Refer to APPENDIX B

Provide a minimum of three (3) client references to include contact name, company name, location, email, telephone number, and dates of service.

8.4 Pricing. Refer to APPENDIX C

Provide a pricing sheet/rate card for the proposed services. Provide a detailed breakdown of costs for all photo packages offered to UMUC students. Please differentiate between pricing for digital downloads and prints. Shipping costs and any other related fees are to be clearly outlined. There are no reimbursables with this contract.

8.5 Proof Access and Customer Support. Provide a detailed explanation of how graduates will access proofs and order photos. Screenshots are acceptable and preferred as an aide in the explanation. An explanation of the customer support (hours, costs, etc.) available shall be provided in the technical proposal. Explain your firms' copyright policy. Contractor shall allow students to freely reproduce and distribute their digital and/or print photos via social media.

8.6 Refund Policy. Provide detail on the refund policy. Specify any difference in refunds between digital downloads and hardcopy prints. Proposals are to address the policy on print returns.

8.7 Rebates. Provide a minimum rebate of annual gross sales. Price Proposals shall indicate the percentage rebate being proposed. Shipping costs are not included in gross sales. Commission checks are to be sent to the designated UMUC Project Manager on a regular basis. Supporting backup and usage reports are to be submitted along with the commission checks.

9. PROJECT SCHEDULE:

Solicitation Issue Date:	September 7, 2016
All Questions Submitted by:	September 9, 2016 by 2:00 p.m. EDT
Proposal Due Date and Time:	September 21, 2016 by 2:00 p.m. EDT
Anticipated Award Date:	September 30, 2016
Anticipated Contract Start Date:	October 3, 2016

10. SUBMISSION AND EVALUATION OF THE RESPONSES:

University of Maryland University College Solicitation 91405 – Commencement Photography Services

Responses are to be provided by the due date and time noted above.

Proposals are to be delivered to the Issuing Office located at:

University of Maryland University College
Wendy Johnson
Procurement, Suite 4100
3501 University Boulevard East
Adelphi, Maryland 20783

Late Proposal submissions will not be accepted. Proposals must be received in room 4100 no later than 2:00 p.m. on the due date. **The University will not waive delay in delivery resulting from need to transport a Proposal from another campus location, or error or delay on the part of the shipping carrier.** Directions to the UMUC Issuing Office can be found at the website http://www.umuc.edu/visitors/locations/adelphi_building.cfm. Please note that all visitors are required to check-in with the Security desk on the first floor of the Administration Building prior to proceeding to the Procurement Office on the fourth floor. Proposals will be time-stamped at the Procurement Reception desk.

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.

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

A UMUC non-exclusive Contract will be issued to the selected firm. By responding to this Solicitation, proposers are accepting that they will agree to and execute the attached Contract including mandatory Terms and Conditions for Contract award. A proposal that takes exception to these terms may be rejected. As part of the attached Contract, 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 sample Contract). 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.

12. TERMINATION FOR CONVENIENCE:

UMUC reserves the right to terminate this Solicitation, in whole or in part, at its convenience.

END OF SOLICITATION

University of Maryland University College Solicitation 91405 – Commencement Photography Services

APPENDIX A FIRM PROFILE

1. Company Name: _____
FED ID Number: _____ Secure Website: _____
How long has the website been active for client use? _____
2. Company address servicing UMUC: _____
3. Contact Name and Telephone Number: _____
4. Years in Business: _____
5. Areas of specialization _____
6. Number of employees _____
7. Company Management: Provide names and years with the Company:
President/Owner: _____ #Yrs. w/Co. _____
Account Manager who will handle the UMUC account: _____
8. Qualified as Small or MBE Business? Refer to Maryland Small Business Reserve Program at <https://emarylandbuyspeed.com/bso>
Small Business Certification Number: _____ MBE Certification Number: _____
9. Provide a Certificate of Insurance with your response.
10. Provide copies of special awards and/or certificates for the firm or key personnel.
11. How long are photos available for order after event: _____
12. How long are proofs available for viewing after event: _____
13. Is there a deadline after each event for placing an order? _____
14. What safeguards are in place to protect PII? _____
 - a. How are name cards stored, protected and destroyed?
 - b. How is student information protected at time of order?
15. Firms accepting credit cards shall be PCI compliant. Submit a PCI Compliance and Validation Assessment/Report with the Technical Proposal.
Refer to <https://www.pcisecuritystandards.org/> for additional information.

APPENDIX B FIRM EXPERIENCE and REFERENCES

Complete this form and provide names of at least three (3) recent clients with which you have provided similar services to. List any experience with the University System of Maryland, or other Universities/colleges. These may be used for Reference checks. UMUC may contact other references, including itself as part of the evaluation.

1. Company Name and address: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Describe Services provided and Dates of service: _____

Account Manager assigned to this organization: _____

2. Company Name and address: _____

Contact Name: _____ e-mail: _____

Contact Phone Number: _____ \$ Value: _____

Describe Services provided and Dates of service:

Account Manager assigned to this organization: _____

3. Company Name and address: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Describe Services provided and Dates of service: _____

Account Manager assigned to this organization: _____

4. Company Name and address: _____

Contact Name: _____ e-mail _____

Contact Phone Number: _____ \$ Value: _____

Describe Services provided and Dates of service: _____

Account Manager assigned to this organization: _____

APPENDIX C

PRICE PROPOSAL

PROPOSAL NO.: 91405

PRICE PROPOSAL DUE DATE: September 21, 2016 No Later than 2:00 p.m.

PROPOSAL FOR: Commencement Photography Services

PROPOSER: _____

Federal Identification Number: _____

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

Dear Ms. Johnson:

The undersigned hereby submits the Price Proposal as set forth in Solicitation #91405 dated September 7, 2016 and the following subsequent addenda:

Addendum ___ dated _____
Addendum ___ dated _____

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

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

Attached to this Price Proposal Form is our firm's proposed pricing and rebate. We understand that there are no reimbursables associated with any resulting Contract. We understand that banking fees associated with credit card payments will not be charged to students or to UMUC.

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

We understand that the University reserves the right to award contracts for all items, or any parts thereof, as set forth in detail under the information furnished in the Solicitation document.

University of Maryland University College Solicitation 91405 – Commencement Photography Services

APPENDIX C PRICE PROPOSAL (Continued)

Rate cards and Pricing sheets are to be included in response.

Percentage Rebate of Sales: _____%

Other Fees (if any): _____

PROPOSER: _____

DATE: _____

APPENDIX D

DO NOT COMPLETE – THIS IS A SAMPLE ONLY.

THIS CONTRACT #91405 (“Contract” or “Agreement”) is made this ___day of _____, 2016, between the University of Maryland University College, a constituent institution of the University System of Maryland (“USM”), an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, Maryland 20783, hereinafter referred to as (“UMUC” or “the University”) and _____ hereinafter referred to as “Contractor” or “Vendor” with principal offices located at _____ (collectively, “the Parties”).

RECITALS

The University issued solicitation documents (Solicitation #91405) on _____, 2016, as amended from time to time (“the Solicitation”), for _____ services. Contractor submitted technical and price proposals dated _____, 2016, and accepted by the University (collectively, “the Proposal”) in response to the Solicitation, and the University subsequently selected the Contractor as an awardee of this non-exclusive Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.1 Contractor shall provide professional _____ services. (“the Services”), as needed by UMUC’s Office of _____, in accordance with the terms and conditions of this Contract.

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

- This Contract Form (pages 1 through _); and any Amendments;
- The Solicitation #91405 and all amendments to the Solicitation;
- Exhibit A: Contractor’s Proposal dated _____, 2016;
- Attachment A: Contract Affidavit; and,
- Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).

1.3 The Contract shall commence on or around _____, 2016. The aggregate spend shall not exceed \$200,000.00

2. PROFESSIONAL SERVICES

2.1 Contractor shall perform the Services as described in Exhibit A to this Agreement. Services shall be performed in accordance with the schedule included in Exhibit A, or, if

University of Maryland University College Solicitation 91405 – Commencement Photography Services

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

- 2.2 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 requesting UMUC department. 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 Procurement Coordinator.
- 2.3 The account manager for the Contract shall be the same person 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 Procurement Coordinator; or (b) a change is requested in writing by the Procurement Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to UMUC's approval, and notify UMUC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to UMUC in writing as they occur.
- 2.4 All terms and conditions of UMUC's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon UMUC and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMUC.

3. FEES AND PAYMENT

- 3.1 Contractor's fees shall not exceed fees set forth in the Contract per the Contractor's proposal, attached hereto as Exhibit A of this contract. There is no guarantee of a dollar amount of work under this Contract.
- 3.2 Commission checks are to be sent to the designated UMUC Project Manager on a regular basis. Supporting backup and usage reports shall be submitted along with the commission checks.
- 3.2 Not Applicable. 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.

- 3.3 Not Applicable. 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 Not Applicable. Electronic funds may be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

4. WORK PRODUCT

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

5. EVALUATION AND ACCEPTANCE PROCEDURE

- 5.1 Upon completion and delivery of service by Contractor, UMUC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below.
- 5.2 Within the time period specified in the Contract including any Contract Amendments, or work order(s) UMUC shall determine whether Contractor's services materially conforms

University of Maryland University College Solicitation 91405 – Commencement Photography Services

to the specifications defined in the Contract and/or work order(s). As used herein, the term "materially conforms" means that the Service is ready to be used and meets or exceeds UMUC's specifications. If the Service materially conforms to the specifications, then, UMUC will provide confirmation to Contractor that the Service is accepted.

- 5.3 If the Service does not materially conform, UMUC shall immediately inform the Contractor of the deficiencies. Contractor, at no additional cost to UMUC, shall thereafter make all appropriate and necessary fixes to the Service within the time period specified by UMUC. If the Service again fails to materially conform, then, this same process will be repeated one more time. If the Service fails to materially conform to the specifications after delivery for the second time, then, UMUC may, at its sole discretion, (a) further extend the timeframe for cure, (b) cancel the work order and c) begin the termination process as defined in Section 11.1 of this Contract. If UMUC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the Parties may agree.
- 5.4 If the Contractor fails to meet the Service required at any other periods of time as mutually agreed to, UMUC may declare the Contract in material breach and begin the termination process as defined in Section 11.1 of this Contract.

6. INTELLECTUAL PROPERTY

- 6.1 Neither Party may use the other Party's name, trademarks or other proprietary identifying symbols without the prior written approval of the other Party.
- 6.2 Contractor agrees to defend upon request and indemnify and hold harmless UMUC, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment or services under this Contract.
- 6.3 UMUC grants the Contractor a royalty-free, non-exclusive, non-transferable, revocable license to use UMUC's name, logos, and other identifying information and symbols for the limited purposes of this Contract, provided Contractor is acting in accordance with instructions provided by UMUC.

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 Student and/or UMUC Confidential Information (as defined herein). For purposes of this Contract, "Confidential Information" means all information provided by the University or Student to Contractor including, without limitation, information concerning the University's

business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media including, without limitation oral, and includes the originals and any and all copies and derivatives of such information.

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

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

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

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

8. SOFTWARE AND SECURITY

- 8.1 The Contractor shall endorse UMUC's requirement to adhere to the University System of Maryland ("USM's") IT Security Standards <http://www.usmd.edu/usm/adminfinance/itcc/ITSecResource.html> UMUC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:
- Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
 - Assessment of the contractor's security and privacy controls.
 - Inclusion of UMUC's security and privacy requirements in the agreement.
 - Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

8.2 Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.

8.3 Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.

8.4 Report any confirmed or suspected breach of University data to UMUC's Computer Incident Response Team ("CIRT") within one (1) hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of University data shall be reported to UMUC CIRT within 12 hours of discovery or detection.

8.5 Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

9. RELATIONSHIP OF THE PARTIES

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

9.2 It is understood and agreed that Contractor is an independent contractor of the University, and not an employee. Except as set forth in this Contract, UMUC will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of UMUC, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.

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

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

10. DISTRIBUTION OF RISK

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

11. GENERAL TERMS AND CONDITIONS

- 11.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, UMUC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. UMUC will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which UMUC is entitled pursuant to this Contract shall become the University's property. UMUC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and UMUC can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the Parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
- 11.2 Termination for Convenience. The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all

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

- 11.3 Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or UMUC, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
- 11.4 Suspension of Work. The Procurement Officer unilaterally may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.
- 11.5 Subcontracting and Assignment.
- 11.5.1 Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of UMUC nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMUC. UMUC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to the terms and conditions that UMUC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to the University for acts and omissions of subcontractors.
- 11.5.2 Neither Party may assign this Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to UMUC. Contractor may designate a third party to receive payment without the University's prior written consent unless in conflict with Maryland or federal law, but shall provide the University with notification thereof.

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

For the University:

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

For the Contractor:

- 11.10 Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.
- 11.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times and at no cost to UMUC. These documents may include, but are not limited to, correspondence, the original signed consent form, background search results, W2s, paystubs, employment verification documents, and official transcripts.

- 11.12 Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the Party or Parties hereby contracting with the State of Maryland or any unit thereof.
- 11.13 Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 11.14 Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of this Contract.
- 11.15 Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- 11.16 Political Contribution Disclosure. The Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12-month period of time involving cumulative consideration in the aggregate of \$100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.
- 11.17 Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

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

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

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

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

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

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

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

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

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

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

11.23 Insurance.

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

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

This **Exhibit A** to **THIS CONTRACT** #91405 is made this ____ day of _____, 2016, between the University of Maryland University College, a constituent institution of the University System of Maryland ("USM"), an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, Maryland 20783, hereinafter referred to as ("UMUC" or "the University") and _____ hereinafter referred to as "Contractor" or "Vendor" with principal offices located at _____ (collectively, "the Parties").

Statement of Work:

Exhibit A:

ATTACHMENT A

CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

University of Maryland University College Solicitation 91405 – Commencement Photography Services

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

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____ By: _____