UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL # 91015

MARKETING AND ADVERTISING SERVICES

ISSUE DATE: June 25, 2012

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

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
3501 University Boulevard East
Adelphi, Maryland 20783
www.umuc.edu
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REQUEST FOR PROPOSALS
FOR
MARKETING SERVICES

SECTION I:
GENERAL INFORMATION

1.1 Objective. University of Maryland University College (UMUC or the University) is soliciting proposals for marketing and advertising services focusing on 5 distinct areas: Marketing strategy, Research and branding; Offline marketing; Online marketing; Digital design and development; and Customer relationship management services. These services may include also, but are not limited to, account management/planning, creative services, and media planning and buying.

The selected contractor(s) will work with the Office of Marketing to achieve the University’s goals for growth and enhancing the brand. The contractor(s) must have a successful record of assisting organizations achieve their goals through innovative, leading edge marketing activities. UMUC is looking for strategic partner(s)—sophisticated, highly integrated and engaged firm(s) with strong subject matter expertise, creative and media capabilities, and a proven, results-oriented background in branding and acquisition marketing both online and offline. A firm or firms with extensive mid-Atlantic region and national experience is preferred as is a mid-Atlantic location, especially in Maryland.

UMUC anticipates awarding to multiple marketing and advertising agencies although if one firm brings best in class capabilities in all areas and communicates their interest in being a full service agency, that will be considered. UMUC sees the areas of service to fall into five (5) categories of expertise:

1) Strategy, market research and branding;
2) Offline marketing including TV, radio, print creative development, promotions, and media buying
3) Online marketing including planning and metrics, SEO, SEM, Display, mobile and other online marketing
4) Digital design and development services including website/mobile (re) design, information architecture, user flows, site development, search optimization, and development working with UMUC Information Technology group.
5) Customer relationship management services including customer data strategy, customer lifecycle/funnel marketing activities, measurement, database marketing campaigns for early stage funnel activities.

Other services may be requested as needed under the resulting contract(s).

UMUC seeks to award contracts to agencies who can demonstrate expertise in one or more of these areas of service. In all likelihood there will be a primary and a secondary source in each category. UMUC would work with the primary vendor as the main point of contact for day to day marketing efforts, and the secondary source would be available as needed to enhance capacities and capabilities for peak periods, projects where they bring specific expertise, as a source of innovation, particular projects, and as a backup for any other reason. UMUC will consider proposals from prime vendor(s) or from a prime vendor with one or more sub-contractors. Per Section 5, Solicitation Terms and Conditions,
Paragraph 5.5, UMUC reserves the right to award to one proposer, multiple proposers, make a partial award, or no award as deemed in its best interest.

Each Proposer must specify the marketing and advertising services for which it is submitting a proposal, and respond accordingly as specified in this solicitation document. Refer to Section 2 for further information regarding the Scope of Work/Business Requirements and to Section 3 for the Proposal Requirements.

This solicitation document, as well as all addenda that may be issued, is (will be) posted on UMUC’s Electronic Bid Board at www.umuc.edu/procurement.

1.2 Background. Founded in 1947, University of Maryland University College (UMUC) is one of 11 degree-granting institutions in the University System of Maryland (USM). Headquartered in Adelphi, Maryland, UMUC is a global university, serving more than 92,000 students worldwide, including 55,000 active-duty military service members, reservists, veterans, and their family members. It is the largest public university in the nation and one of the largest educational providers to the U.S. military. UMUC has been growing consistently for the past several years and, unlike many traditional higher educational institutions, has been running a budget surplus. It is the intent of UMUC management to accelerate profitable growth while maintaining high quality. The significant gap in higher education attainment in the USA can be partially addressed by UMUC services, and it is our mission to boldly do so.

Since its founding, UMUC has focused on the unique educational and professional development needs of adult students—students who must balance the demands of full-time jobs, military service, family, and community responsibilities. The University strives to offer students maximum convenience and flexibility in pursuing their education. Currently, UMUC offers an array of career-relevant programs fully online, on-site, and in a hybrid format that combines online and on-site study. On-site classes and services are offered in more than 20 locations across Maryland, Virginia, and Washington, D.C. as well as in 28 countries and territories around the world. Please visit www.umuc.edu for more information about UMUC.

1.3 Marketing Expenditures. Marketing expenditures for fiscal year 2014 (July 1, 2013 through June 30, 2014) are anticipated to be over $25 million dollars. This amount includes brand and acquisition activities such as advertising (broadcast, print, online, outdoor), direct mail, e-mail and collateral. This amount is limited primarily by the ability of the marketing organization and its agencies to create successful marketing campaigns regionally and nationally. It is expected that this budget will grow as additional expertise is added, as the market continues to grow, and especially as UMUC expands geographically.

1.4 Procurement of the Marketing and Advertising Services Agency will consist of a Technical Proposal Submittal, Oral Presentation/Discussion Sessions, and a Price Proposal Submittal (see Section 3 for further details). Upon selection of the Marketing Firms and receipt of applicable approvals, contract(s) will be fully executed with the successful firm(s).

1.5 The University anticipates the award by early January, 2013 with a contract in place with the successful Proposer in mid-January to early February, 2013. The current agency contract expires February 28, 2013, so the successful agency(ies) will need to have the resources to ramp up services quickly so that UMUC does not have a gap in services.
2. **Issuing Office:**

2.1. The Issuing Office is:

University of Maryland University College  
Office of Strategic Contracting  
3501 University Blvd East  
Administration Building, Room 2344  
Adelphi, MD 20783-8044

Attn: Valerie Rolandelli  
Assistant Vice President for Strategic Contracting  
301-985-7895  
E-mail: valerie.rolandelli@umuc.edu

Or

Vera Jones  
Coordinator  
301-985-7006  
E-mail: vera.jones@umuc.edu

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

3. **Questions and Inquiries:**

All questions and inquiries regarding this procurement are to be directed to the individuals referenced with the Issuing Office above. All such questions and inquiries must be received by close of business on Thursday, July 12, 2012. It is preferable that questions be submitted via e-mail to valerie.rolandelli@umuc.edu and vera.jones@umuc.edu. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer.

4. **Pre-Proposal Conference.**

A Pre-Proposal Conference will be held in conjunction with this procurement in Room ADMIN-1001 of the Administration Building, 3501 University Blvd. East, Adelphi, MD 20783 to clarify the requirements of this solicitation on **Tuesday, July 10 2012 at 1:00pm EDT.** Potential Proposers may also attend via webinar, which will be recorded and then posted on UMUC’s eBid Board. UMUC also anticipates sending information via e-mail in advance of the meeting to be held. **Interested parties are to notify the Issuing Office to register for attendance (either via the webinar or the face to face meeting) at this conference.**

While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore all interested vendors are encouraged to attend in order to be able to better prepare acceptable proposals. Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Contact the Issuing Office with specific requests at least five (5) business days prior to conference.
5. **Addenda Acknowledgment.**

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

6. **Proposal Closing Date/Due Date and Time**

6.1. **An original plus nine (9) copies (for a total of 10) and one (1) CD or flashdrive of the Technical Proposal** must arrive at the Issuing Office by **Friday, July 20, 2012 on or before 3:00 p.m.** in order to be considered. Proposers are requested to clearly mark the "original" set of the Technical Proposal.

6.2. Price Proposals are not requested at this time. At the completion of the technical evaluation, price proposals will be requested of all short listed firms. An original and two (2) copies (for a total of 3) of the Price Proposal are anticipated to be due to the Issuing Office Wednesday, August 29, 2012, at 3:00 p.m. (See Appendix B for sample Price Proposal form). Proposers are requested to clearly mark the "original" set of the Price Proposal.

6.3. **LATE PROPOSALS CANNOT BE ACCEPTED.** Proposals are to be delivered to the University's Strategic Contracting Office, University of Maryland University College, 3501 University Blvd East, Administration Building, Room 2344, Adelphi, MD 20783-8044. The University recommends against use of mail or delivery services which will not guarantee delivery directly to Room 2344. Proposals delivered to the campus central mail facility or to locations other than Room 2344 will not be considered "received" by the University's Procurement Office until they arrive at Room 2344 and are clocked in. The University will not waive delay in delivery resulting from need to transport a proposal from another campus location, or error or delay on the part of the carrier.

6.4. Proposers mailing proposals shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

6.5. UMUC’s Administration Building which is part of UMUC’s Adelphi Headquarters, in which the Strategic Contracting Office is located, is adjacent to the parking garage (across Drazek Circle where the wooden arbors are located) and is accessible by the general public between the hours of 8:00 a.m. until 5:00 p.m. Monday through Friday with exception of University holidays. In order to access the Strategic Contracting Office Proposers will be required to sign in with the security guard in the main lobby of the Administration Building. The security guard will then contact the Strategic Contracting Office so that a UMUC employee is able to escort the Proposer or courier to the Strategic Contracting Office. Vendors must allow sufficient time in delivering responses to solicitations to ensure timely receipt by the Issuing Office. Directions to the Administration Building are available at [www.umuc.edu](http://www.umuc.edu).

7. **Minority Business Enterprises.**

Minority participation is important to UMUC and the State of Maryland. State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. For more information on the State’s MBE program or questions related to certification, please contact MDOT’s Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website [http://www.mdot.state.md.us/mb/index.html](http://www.mdot.state.md.us/mb/index.html).
8. **Contractual Agreement.**
The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the offeror as Contractor and the University in the form of a University Contract and shall contain the mandatory provisions included herein in Appendix C as well as any additional terms required by the University or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C and will execute a contract with these mandatory terms and conditions upon request by UMUC. For accounting purposes only, UMUC will also issue a purchase order to the awarded firm.

9. **Term of Contract.**
Any contract arising from this RFP action shall commence on the date the contract is executed on behalf of UMUC, or such other date as UMUC and the Contractor shall agree. The term of the contract (“Initial Term”) will be for the scope of work as defined in Section 2 of the solicitation documents, and is anticipated to start on or around January 3, 2013 for a period of five years and six months (i.e through June 30, 2018). Following the Initial Term of the contract, there will be an option or options for renewal for a period not to exceed a cumulative total of five additional years [“Renewal Term(s)”] at the sole discretion of UMUC. UMUC at its sole option may discontinue the services of the vendor at any time during the Initial Term or Renewal Term(s) with 30 days notice with no further obligations to the Contractor and with no penalty. If UMUC elects to discontinue the contract, a summation of work in progress will be made and a mutual agreement as to how to finalize this work in progress will be made.

10. **Acceptance of Terms and Conditions.**
By submitting an offer in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the contract by reference.

11. **Proposal Security**

Not applicable to this procurement.

12. **Confidentiality of UMUC Information**

The selected Contractor(s) may have access to, may obtain, or be given confidential information, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected firm (or firms) must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University’s confidential information.

UMUC may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offeror to propose responsive solutions to UMUC’s needs and requirements, UMUC is willing to disclose certain confidential information to Offeror, including without limitation information concerning UMUC’s business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation (“Confidential Information”). By submitting a proposal in response to this RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to
disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by UMUC, Offerors may be required to sign a Non-Disclosure Agreement.

13. **Living Wage**

A solicitation for services under a State contract valued at $100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State’s Living Wage requirement is contained in this solicitation (see Appendix D entitled “Living Wage Requirements”). The Living Wage Affidavit will be required to be submitted with the Price Proposals. Failure to submit the Living Wage Affidavit may determine an Offeror to be nonresponsive.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least $12.49 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least $9.39 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

Refer to Appendix D for further information.

END OF SECTION I
SECTION II:
UMUC REQUIREMENTS

2.1 **Scope of Work.** University of Maryland University College (UMUC) is soliciting proposals for marketing and advertising services to assist in fulfilling the functions of the Office of Marketing. UMUC is seeking partners who will contribute both strategically and tactically to the UMUC marketing effort. Teamwork, collaboration, and a “can-do” attitude will be important to UMUC. UMUC seeks to engage a set of partners who will be part of accelerating our growth, and creating brand experience. UMUC seeks to be at the forefront of transforming higher education, and is seeking partners who enthusiastically share the vision and will demonstrate it in high quality work on a daily basis.

Services may include without limitation:

Strategy, market research and branding including (but not limited to):
- Recommend and perform market research to support comprehensive recommendations and assistance for all aspects of marketing, planning and development.
- Brand planning and development, conduct brand discovery activities, brand positioning and enhancement.
- Innovation.
- Measurement and optimization of overall marketing plans.
- Marketing strategy and project planning work.

Offline marketing including (but not limited to):
- Developing brand positioning and overall brand campaigns and direction.
- Creative development, including campaigns and production, of all aspects of offline media.
- Media planning, buying, research and measurement.
- Providing insight, input and guidance for all other aspects of offline marketing.
- Developing integrated campaigns and promotions (strategy and creative) for use in all channels.

Online marketing including (but not limited to):
- Advertising and promotion through digital channels including search engine marketing, display advertising, social media sites, mobile, etc.
- All other digital marketing opportunities and techniques, which may be recommended by the Vendor and approved by UMUC.
- Landing page development, Web site optimization, SEO and related services, which maximize the results of digital marketing activities.
- Measurement, analysis and optimization.

Digital design and development services including (but not limited to):
- All activities which may be needed to support digital design and development projects to fulfill objectives of the Marketing Office.
- Web site, mobile and social site development, management and operational activities, including information architecture, content management, site design, metrics and other expertise as needed to enhance the digital impact of UMUC’s digital channels.
- Develop customer-facing technology and services, particularly focused on the user experience, to bring to life the UMUC student/prospect experience (and for other user roles). Vendor will be
expected to collaborate with UMUC’s Marketing and Information Technology groups to plan and execute work.

- Manage integration and data sharing between public Web site and internal data sources, such as Peoplesoft, Salesforce and learning management systems.
- Search engine optimization and other tasks, which enhance the results and impact of UMUC’s digital channels.
- Testing and business readiness activities in support of launching new digital initiatives.

Customer relationship management services. In support of prospecting activities and nurturing leads to the point where they are qualified to be sent to advising (for follow-up and to close the enrollment). Services would include

- Database marketing.
- Direct mail.
- Lead management and marketing to prospects throughout the early (funnel) stages.
- Lead analytics, scoring and other activities as needed to optimize attracting and converting potential students to UMUC.

Other services may be requested as needed under the resulting contract(s).

2.2 Technical Proposals. Offerors should respond to the requirements set forth in Section III. If the firm has multiple locations, UMUC is primarily interested in the capabilities and experience of the office and specific individuals who will provide the majority of the required services to UMUC. Unless specifically otherwise stated, all requested information about the Offeror should be limited to the local office and the individuals that will serve UMUC. The response should also include details of the expected interaction with the UMUC’s Office of Marketing.

2.3 Required Services. The Contractor may bid on any one or all of the sections outline in the Scope of Work. Based on the proposed, the Vendor must provide the services set forth in the relevant section. The Contractor(s) also must provide the services set forth in this section.

2.3.1 Account Management.

Requirements:

(a) The Contractor(s) will participate in developing UMUC Marketing plans, be part of the team, and act at all times in ways which help UMUC achieve its strategic goals and objectives.

(b) The Contractor(s) will provide assistance to UMUC in analysis, research and planning for all projects and activities undertaken within the scope of the contract. UMUC and the vendor will ensure the objectives for each project are clear, the desired outcomes are defined and the projects are set up in a way that is practical and leads to successful outcomes.

(c) Contractor will provide competent and experienced staff for the UMUC account, as needed to develop and maintain a positive, productive relationship and to meet all agreed upon project timelines.

(d) UMUC expects that personnel assigned to its account management team will serve diligently throughout the term of the contract. Each member of the account team shall be assigned for at least a twelve-month period, unless UMUC should request the replacement of a member or a member
leaves the Contractor’s employment. Any changes to the account team must be discussed with and any proposed replacements must be approved in writing by UMUC via a contract amendment.

(e) If requested, team personnel shall be available to timely attend planning meetings, budget reconciliation meetings, and other meetings as reasonably requested during the term of the contract. To facilitate transition, the Contractor(s) shall, at no cost to UMUC, attend start-up meetings with appropriate UMUC representatives. These meetings will address UMUC’s expectations and the transition of current and proposed projects. If the Contractor is not located within an hour’s drive of UMUC’s Adelphi headquarters, the Contractor should be able to participate in video-conferencing with the UMUC representatives throughout the contract term.

2.3.2 Strategy for Subject Area

Requirements:

(a) The Contractor(s) will provide input, expertise and guidance to assist in the development of strategies related to the specific area for which it is proposing. Work closely at all times with the VP of Marketing and other relevant UMUC team members, which may include marketing personnel or other officers as appropriate.

(b) Contractor(s) will work with UMUC to identify strategic issues for the specific area for which it is proposing that may arise, perform relevant work to study the issues and recommend actions in response of findings.

(c) All marketing research and associated results will be the property of UMUC and cannot be shared without express prior written consent of a UMUC officer.

(d) All imagery, designs, and audio-visual representations will become property of UMUC.

(e) All ideas, innovations and patents created will become property of UMUC. Results will remain confidential unless specific written approval of a UMUC officer is provided.

2.3.3 Creative Services

Requirements:

(a) Contractor(s) will provide concept development and production of communications as assigned. This will include without limitation to advertising (print, out-of-home, broadcast including television and radio, and online), direct mail, e-mail, and collateral. Specific services include copywriting, graphic design and production. The Contractor(s) may be requested to acquire various production and creative materials and related services with third parties on behalf of UMUC. These acquisitions will be reimbursed to the Contractor. A mark-up or commission may or may not be allowed depending on the circumstances.

(b) All copy (taglines, slogan or themes) design, photography, audio-visuals, artwork, graphic and musical jingles exclusively prepared for UMUC will become the sole property of UMUC.

(c) Contractor(s) must be able to secure any stock photographs or illustrations needed to execute design concepts.
(d) Contractor(s) must accept UMUC's logo, style guide, and any UMUC-provided theme line, whether or not prepared by the Contractor, and work to develop the idea to completion.

2.3.4 Media Research, Planning and Buying.

Requirements:

(a) The Contractor must provide management of the media purchases, including without limitation researching, recommending, planning, placing, and reconciling all media. The Contractor will acquire various media and related services with third parties on behalf of UMUC. These acquisitions will be reimbursed to the contractor. A mark-up or commission may or may not be allowed depending on the circumstances.

(b) Note, UMUC is a nonprofit educational institution and is eligible for discount pricing and tax exemption. The Contractor must also directly pay all the media and creative invoices and submit these expenses monthly to UMUC for reimbursement. UMUC, as a non-profit educational institution and an agency of the State of Maryland, exempt from State of Maryland Sales Taxes for purchases of goods and services made on its behalf. UMUC will provide its contractor with of copy of its exemption certificate.

2.3.5 Additional Services. In addition to the requirements set forth in 2.3.1 through 2.3.4 above, UMUC is also interested in other marketing services Offerors can provide, particularly innovative ideas to control costs and increase efficiency.

2.4 Technology Updates. Any and all technology updates over the life of the contract, including any renewal options are considered to be a requirement of this contract and are expected to be included at no additional cost to the University.

2.5 Start Date. In the technical proposal address your firm’s ability to meet UMUC’s desired start date of January 2013.

2.6 General Conditions. Firms interested in presenting proposals must demonstrate substantial experience and expertise in the development and implementation of marketing and advertising services. In addition, the University wishes to draw on the entire strength of the firm, rather than on the skills and abilities of certain associates alone, presenting a team approach to this project.

If there are any conflicts of interest, or if there are any potential barriers to complete the performance of this project, the firm should describe these issues in their ability to conduct the services described in this RFP.

The University works collaboratively with firms and does not generally "hand-off" projects or assignments. Rather, the University works jointly with the firm(s) to reach the end product or goal.

2.7 Use by UMUC of the Resulting Contracts. UMUC intends*, but is not required to, award a primary agency and a secondary agency for each service described above in Paragraph 2.1 Generally, as the need for marketing services arises, UMUC will first contact the primary agency for the applicable service area. In the event the primary agency does not have the qualified resources available to meet the required timeline, does not have the appropriate applicable experience or expertise, or when UMUC decides that it is to its advantage to use another firm for any reason, UMUC may then contact the secondary agency in the applicable service area. Although UMUC will rely primarily on the primary
agency in each category to provide the required services, it is UMUC’s intent to also utilize the secondary agencies on a regular, but occasional basis.

For some marketing projects or required services (primarily, but not exclusively, creative services), UMUC may elect to solicit proposals from several or all of the awarded agencies from any or all of the service areas. The invited agencies will provide a proposal to UMUC and may also be requested to “pitch” their proposed solution to the University. UMUC may also elect to have its own internal Marketing Team compete with the external marketing agencies. UMUC will select the most advantageous marketing agency, or elect to have its internal team, perform the marketing project or required services.

*Note: Per Section I of this solicitation, Proposers are reminded that although UMUC anticipates awarding to multiple marketing and advertising agencies, if one firm brings best in class capabilities in all areas and communicates their interest in being a full service agency, that will be considered.

END OF SECTION II
SECTION III
PROPOSAL REQUIREMENTS
ARTICLE 1
PROPOSAL PHASES

1. PROPOSAL PHASES:

1.1 Technical Proposals
The Technical Proposal must be submitted in a sealed box or container. The box/container shall have the Proposer's name, the RFP Title and RFP number prominently displayed, together with the words,"TECHNICAL PROPOSAL", and shall be delivered on, or before, **Friday, July 20, 2012 on or before 3:00 p.m.** to the UMUC's Strategic Contracting Office noted in Section I of this RFP as the “Issuing Office”. **One (1) original and nine (9) copies [for a total of ten (10)] and one CD or flash drive** are to be provided. The original is to be clearly labeled. The original hard copy is the official copy of the proposer’s response. Late proposals cannot be accepted. Directions to the Issuing Office are available at [www.umuc.edu](http://www.umuc.edu).

1.2 Oral Presentation/Discussion Sessions
(see Article III of this Section 3 for detailed information): Only those Proposers who are shortlisted based on the initial technical evaluation will be requested to attend an Oral Presentation/Discussion Session at the University. The date and time for these sessions will be set upon completion of the Initial Technical Evaluation; however, it is anticipated that the Oral Presentation/Discussion Sessions will be conducted on **August 14, 15, and/or 16, 2012**, so Proposers are advised to set these dates aside in their entirety on the Key Personnel’s calendars so as to avoid a conflict. Either date may be requested by UMUC at its sole discretion.

The proposed Executive-in-Charge and the proposed Account Manager, the person responsible for the management of the relationship between the proposer and the University for this contract, must attend the Oral Presentation/Discussion Sessions. In addition, the Account Manager’s immediate supervisor is to be present. Any other key individuals who are needed to assist in the description of any part of the products and services proposed for this RFP are also requested to attend the Oral Presentation / Discussion Sessions.

At the time the Oral Presentation / Discussion Sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested key personnel.

Following the Oral Presentation / Discussion Session, a Second Phase Evaluation will be conducted. (See Section IV for details).
1.3 **Price Proposal Submittal**

The Price Proposal is NOT due at this time, but will be requested only from the shortlisted firms after the completion of the Second Phase Technical Evaluation. The Price Proposal will be requested via addenda and must be submitted in a sealed envelope with the Proposer's name, the RFP Title and the RFP number prominently displayed, together with the words "PRICE PROPOSAL".

It is anticipated that the Price Proposals shall be delivered on, or before, August 29, 2012, on or before 3:00 p.m. to UMUC’s Strategic Contracting Office noted in Section I as the “Issuing Office”. One (1) original and two (2) copies (for a total of three (3) copies to be provided.) The original is to be clearly labeled. The final due date and time will be confirmed via addendum.
SECTION III
PROPOSAL REQUIREMENTS

ARTICLE 2
TECHNICAL PROPOSAL REQUIREMENTS

1. Technical Proposal Requirements

1.1 Transmittal Letter
A transmittal letter prepared on the Proposer's business stationery must accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief, but shall list all items contained within the Technical Proposal as defined below. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial, contained in the proposal. The transmittal letter should list those marketing service areas for which the Proposer is proposing a solution as well as Proposer’s willingness to be considered for either a primary or a secondary agency contract. (See Sample Form in Appendix A.)

1.2 Technical Proposal Criteria
Clear, concise, yet detailed responses to Item 2 below are to be provided in the technical proposal. As well, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) are to be included in the technical proposal. Marketing material may be provided, but is to be included as an appendix rather than within the body of the proposal.

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

2. Technical Criteria:
The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response.

The Technical Proposal should be prepared in a clear and concise manner. It should address all appropriate points of this RFP except price information. The contents of this volume must address the following items, as indicated below, and additionally, must include the appropriate completed forms or responses as indicated in items 2.1 through 5 as listed below. Offerors must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria.
In general, proposals submitted in response to this RFP must demonstrate that the proposed firm and, in particular, the project team will have:

- Substantial experience in providing the marketing services the firm is offering to the University
- Proven ability to strategically partner with the University
- Strong media and creative department for the offered services available to the University
- Proven results-oriented background in the offered services
- Extensive mid-Atlantic region, in particular Maryland, and national experience
- Some international experience
- Added value the firm brings to the engagement.

2.1 Executive Summary: The proposal must begin with an Executive Summary which clearly and concisely summarizes the content of the proposal and the marketing services that are being offered to the University. This summary is for introductory purposes and will not be part of the evaluation process as the information is to be a summary with the details provided in subsequent proposal contents.

The following items 2.2 through 2.4 are listed below in order of importance. Proposers are requested to compile their proposals in the same order. It is the Proposer's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for UMUC.

2.2 Approach To Contract / Questionnaire:

a. Agency’s Philosophy, Culture, and Approach: Per Section II, “UMUC is seeking partners who will contribute both strategically and tactically to the UMUC marketing effort. Teamwork, collaboration, and a “can-do” attitude will be important to UMUC. UMUC seeks to engage a set of partners who will be part of accelerating our growth, and creating brand experience. UMUC seeks to be at the forefront of transforming higher education, and is seeking partners who enthusiastically share the vision and will demonstrate it in high quality work on a daily basis.”

Provide a narrative that:
- Addresses how your firm plans to partner strategically and tactically with UMUC;
- Describes your firm’s philosophy and culture; and,
- Describes how your firm aligns its philosophy and culture to with a client’s philosophy, culture, vision and strategies

The narrative should explain how the firm intends to provide the required services throughout the term of the contract. The firm should close with a summary of any problems, which might be expected and proposed solutions to those anticipated problems.

b. Questionnaire: Complete the “Questionnaire” Form for all sections that are applicable to the services being offered by the Firm included in Appendix A of the RFP documents. The responses shall be developed specifically in response to this RFP rather than a collection of generic statements related to the proposer’s services in general. The purpose of this questionnaire is to display full comprehension of the services being offered to the University and how such services will be provided to the University in the areas of marketing services. Please give detailed information, where indicated.
Note: Responses should not be simply YES replies. Firms should describe how they plan to meet the stated requirements for those services being offered. Any other information that may be relevant but does not fall into the above questionnaire should be provided as an appendix to this volume. If Firm’s product literature and other publications are included to respond to an RFP requirement, the response in this volume should include a reference to the document by name and page.

The firm should demonstrate that they understand both the magnitude and the importance of the requirements by detailing their proposed products and/or services being offered to the University.

2.3 Firm Profile/Firm Experience/References:

a. Provide a description of your firm’s relevant qualifications to perform the requested and offered services. Also, please include the following information:
   - Agency overview, corporate background, mission statement, and/or philosophy;
   - Primary business focus or specialty;
   - Headquarters location;
   - Number of years your company has been in business;
   - Length of experience in providing marketing services;
   - Size of company and number of employees by job classification;
   - Gross billings of the firm for the last five (5) years;
   - Total billings matrix by media (percentage) for the categories of: Network TV, Spot/Cable TV, Magazine, Newspaper, Out-of-home, Radio, Direct, Interactive, Market Research/strategy/branding, Online marketing, Digital design and development; customer relationship management services;
   - List of top ten (10) clients by billing for all services that the firm provides
   - List of top ten (10) clients by billing for each of the services being offered to the University
   - The number and names of higher education clients and firm’s industry experience in higher education;
   - Competitive research capabilities; and,
   - Any other notable facts that may demonstrate your firm’s unique qualifications and aid in the selection process.

Note: UMUC may, at its sole discretion, request Financial Statements of the shortlisted firms so that the Proposer’s financial stability and capacity may be evaluated by UMUC prior to the award decision.

b. Firm Experience: The Proposer is to provide three (3) contracts on which he/she deems the most similar or relevant to the UMUC requirements and the services being offered by the Firm. Use client and short case studies to illustrate performance examples for the specific services being offered. These contracts should be of similar size, scope and complexity to the University of Maryland University College. (Refer to “Section I, Item "1.2", "Background", for more details and description.) (Higher consideration will be given to contracts with higher education academic institutions environment. Higher consideration will also be given to contracts that demonstrate expertise and experience in the specific services being offered to the University.)
The following is to be provided:

- Client name, address, contact person and telephone number including area code and extension of contact person;
- A brief, but informative description of the marketing effort provided including the specific services provided;
- The dollar volume for the contract/project;
- The name of your Account Manager assigned to this contract;
- The term of the contract (start date and completion date); if ongoing, please state as such; and
- Similarities to the UMUC contract as described in this RFP.

c. **References**: Only the short-listed firm will have their references contacted, however, all firms responding must supply this information within their Technical Proposals submitted on July 20, 2012. During the Second Phase Technical Evaluation, the University intends to check references of the above contracts/projects of those Proposers who remain susceptible of the award following the Oral Presentation/Discussion sessions. The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. References will be held in the strictest of confidence. Such references are to be from different contracts; that is, only one reference per contract is allowed.

### 2.4 Key Personnel/Staffing Qualifications/References

**a.** Provide an organizational chart showing the management structure of the firm with a description of the qualifications, credentials and the location of upper level management and regional management support staff, as well as, those actually assigned and dedicated to manage this account. Information to be included is the following: (i) Key Personnel’s (Account Manager, Marketing Personnel, Creative Personnel, etc.) Names, Titles, and Roles; (ii) Area of expertise; (iii) Geographical Location; and (iv) Brief description of qualifications and credentials.

**b.** **Key Personnel Resumes**: Firms should provide a brief, but informative resume or curriculum vitae for the person(s) who they propose to be the Executive-in-Charge and the Account Manager under this contract.

The resume of each person should include the following:

- Educational history, applicable training received, certifications earned, including dates of attendance, dates of certifications earned;
- Employment history, including dates of employment (start and ending dates) and positions held and dates applicable for each of these positions;
- Experience on similar contracts, both with your firm and other firms (preferably those projects listed in response to the similar projects given for Item #2.3b above) Give a brief description of the marketing project/contract. Also, indicate the role the person performed for the project/contract (i.e. Executive-in-Charge, Account Manager, etc.)

**c.** Provide a list of **other key staff members** who may be assigned to the University's account; the University stresses the term "key" as it is not interested in a listing of all possible personnel to be
involved in the contract, but rather only those who will be playing a key role. A brief summary/description of qualifications should be provided for these individuals.

d. **References:**

Provide **three (3) contract/client references** on the proposed Account Manager inclusive of contact person, and phone number. Such references are to be **contract references not employment references**. It is important that such references can speak to the performance of the person in the role to be assigned for the services being offered to the University.

Only the short-listed firms will have the references of their Key Personnel contacted, however, all firms responding must supply this information within their Technical Proposals submitted on July 20, 2012. During the Second Phase Technical Evaluation, the University intends to check references of the Key Personnel for the contracts/projects provided of those Proposers who remain susceptible of the award following the Oral Presentation/Discussion sessions. Please be sure that **accurate information is provided and that the contact person is capable of speaking to your firm's capability in performing the services required. References will be held in the strictest of confidence.** In addition, the University reserves the right to check other sources available, including itself, if not provided as such by the Proposer. Such references are to be from different contracts; that is, only one reference per contract is allowed.

2.5 **Back-up Plan:** Firms are to describe how the University will be serviced in the absence of the Account Manager due to vacations, sickness, business trips, etc.

**NOTE: Personnel Commitment:** By submitting the name of the Executive-in-Charge and the Account Manager and other Key People for consideration, the Proposer is committing this(ese) individual(s) to UMUC for this contract, if awarded. No personnel changes will be permitted without written authorization from the University via a contract amendment.

3. **Proposal Affidavit**

University Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Appendix A**.

4. **Insurance**

Provide a copy of a Certificate of Insurance verifying your firm's coverage for Commercial General Liability, Workmen's Compensation, and Automobile Liability and Professional Liability Insurance.

5. **Acknowledgement of Review of UMUC Contract Terms and Conditions:** Per Section I, Paragraph 8: The Proposer is to warrant that they have reviewed Appendix C and will execute a contract with these mandatory terms and conditions upon request by UMUC, as may be negotiated. Any exceptions to the Contract are to be noted. Proposer is to also acknowledge that UMUC is under no obligation to accept such requested exceptions and, as a result of such exceptions, may elect to find the Proposer not susceptible of the award(s) of the Contract(s).

6. **Acknowledgement Of Receipt Of Addenda Form:**

If any addenda to the RFP documents are issued prior to the due date and time for proposals, this form (found in **Appendix A**) is to be completed, signed, and included in the Proposer's Technical Proposal.
END OF SECTION III, ARTICLE 2
SECTION III

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 3

ORAL PRESENTATIONS / PRICE PROPOSALS

1. **ORAL PRESENTATION / DISCUSSION SESSIONS**: Only those Proposers who are short-listed, based on the initial proposal evaluation, will be requested to attend an Oral Presentation / Discussion Sessions at the University.

The due date and time of the Oral Presentation / Discussion Sessions will be set by the University upon completion of the initial proposal evaluation, however, these sessions are anticipated to be held on **August 14, 15, and 16, 2012**. Proposers are advised to set these dates aside in their entirety accordingly to avoid any conflicts. The actual time on these dates will be verified with the applicable proposers at the time it is requested. The time and date is at the sole discretion of UMUC.

The purposes of the Oral Presentation / Discussion Sessions are as follows:

(i) to allow the University to meet the Proposer's key people and to allow these key people to convey their expertise and applicable experience in the services being offered to the University;

(ii) to discuss/clarify any and all aspects of the Technical Proposal in particular the proposed approach, and staffing to provide the services being offered.

(iii) to discuss the Proposer’s Transitional Plan including a high level implementation timeline (this is also to be provided in writing by the Proposer);

(iv) to provide an opportunity to clarify the scope of services for this contract, and,

(v) to review the Price Proposal structure.

At this time, each proposer will be required to have present the **Executive-in-Charge** and the **Account Manager** for this contract to the University, as well as, his/her immediate supervisor. The Account Manager is responsible for the management of the relationship between the proposer and the University for this contract. Other key individuals who are needed to assist in the description of any part of the services proposed for this RFP are also requested to attend the Oral Presentation /Discussion Sessions.

The Oral Presentation / Discussion Session forum will be informal as the University is **not** interested in a marketing presentation; rather, the University is requesting a dialog/discussion with each of the short-listed firms.

Upon completion of the Oral Presentations / Discussion Sessions, the University will conduct the Second Phase Evaluation as described in “Section IV”.

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2. **PRICE PROPOSALS:**

Price Proposals are not requested at the time of submission of the Technical Proposal. Rather, Price Proposals will be requested only from those Proposers who are short-listed after the Second Phase Technical Evaluation. An addendum will be issued at the time in which Price Proposals are requested to confirm the due date and time. The Price Proposal must be submitted in a sealed container. The container shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL".

A sample Price Proposal form is included in Appendix B for information only. It is anticipated that the pricing structure may evolve as the procurement progresses. The due date and time for price proposals is anticipated to be **August 29, 2012 at 3:00 p.m.** Price Proposals will be opened privately.

(a) It is anticipated that Firms will provide hourly billing rates (inclusive of all expenses, overhead and profit) for its staff that will be the maximum charged for any project/marketing effort done under this contract. The quoted hourly billing rates will be valid for the first year of the contract. For any work done under the resulting contract, the Contractor will provide a quotation using the quoted hourly rates as a maximum for the level of effort applicable to the project for review and approval by the University.

UMUC will also reimburse the Advertising Agency for the actual cost of media, out-sourced creative or other third-party services expenses, travel* to focus groups or other events requested by UMUC, etc. on a monthly basis. Firms will quote a maximum dollar or percent mark-up for 1) subcontractors/outside sources and 2) commission for media buys. Proposed fees, and the reimbursed costs shall be exclusive of any taxes for which UMUC is exempt, such as the State of Maryland Sales Tax and Federal Excise Taxes. For any work done by subcontractors/outside sources or for any media buys, these will be the maximum percent mark-up allowed. The successful contractor will provide a detailed quotation for any such work done under the contract for review and approval by the University.

It is also possible that UMUC may consider a monthly retainer fee quotation, however, the specifics of the Price Proposal format are still evolving.

*Any travel that is reimbursed will be in accordance to the State of Maryland rates in effect at the time the travel is done; currently, this is coach class for air/rail travel, hotel room and room tax only, $42.00/diem for meals, and $.555/mile for personal vehicle use.

(b) **Prices for the contract renewal years.** The maximum percent mark-ups for subcontractors and outside contractors and maximum percent commission for media buys will remain constant through the life of the contract. The quoted hourly rates must be valid through June 30, 2014. Thereafter, it will be the responsibility of the contractor to request a price increase to the hourly billing rates, if any, by April 1st of each year. Any price increase not received by that time, will not be considered and pricing in the subsequent year will remain as stated during the just completed contract term. A price increase, if any shall not exceed the Consumer Price Index ("CPI") for “All Urban Consumers” as published by the US Department of Labor Statistics. For purposes of calculating the potential increase, the CPI to be used will be the index for twelve-month period ending at the previous calendar year. For example, for June 30, 2014, the price index for twelve-month period ending December 2013 will be used. Statistics will be referenced as a **cap** for negotiable purposes only. Contractor is not to assume that any price increase will be
applied to yearly renewals. As well, increases are not cumulative for prior years; if a contractor fails to request a price increase in one year and then requests an increase for the subsequent year, the contractor cannot include a cumulative amount which includes the prior annual term. Any increase approved by the University will take effect on July 1st of each year.

END OF SECTION III, ARTICLE 3
SECTION IV
EVALUATION AND SELECTION PROCEDURES

1. EVALUATION AND SELECTION COMMITTEE

All contractors’ proposals received by the closing deadline will be reviewed. The Procurement Officer shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee may request additional technical assistance from any source.

2. EVALUATION PROCEDURE

2.1 Qualifying Proposals

The Procurement Officer shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor’s proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal and each service area being offered will be evaluated according to the criteria listed below. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the University.

The intent of this RFP is to provide Marketing Firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of UMUC. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer’s philosophy, approach, organizational culture, working style and communications style fit with the University’s. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

2.2 Technical Evaluation

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals submitted for each marketing service area in accordance with the Evaluation Criteria. Initially, proposals are evaluated for susceptibility of the award. The process involves applying the evaluation criteria contained in the RFP and comparing the proposals to each other. The final shortlisted proposals will be ranked from most to least advantageous. If used in the evaluation process, numerical point scores will be useful guides but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.
The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will evaluate the proposals for each marketing service area on each major criterion. Factors are listed in order of importance:

1) Approach to Contract/Questionnaire
2) Firm Profile/Firm Experience/Firm References, and
3) Key Personnel/Staffing Qualifications/Key Personnel References

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

2.2.1 Initial Technical Evaluation:

An Initial Technical Evaluation of the Technical Proposals will be conducted by the University's Selection and Evaluation Committee. The order of importance of the technical criteria is as follows:

1) Approach to Contract/Questionnaire;
2) Firm Profile/Firm Experience; and
3) Key Personnel/Staffing Qualifications.

Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Initial Technical Proposals and will not progress further in the procurement. A short list will be developed based on the initial technical evaluation results. Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation of his/her firm's technical proposal.

2.2.2 Second Phase Technical Evaluation

Based on the selection committee’s initial review of proposals, the University intends to invite, without cost to itself, the short listed firms to make a presentation of their proposal and to demonstrate their capabilities and expertise in the specific services offered by the Proposer as a further consideration in the selection process. Only those contractors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process. Following the Oral Presentation/Discussion Sessions held with the short listed firms, a Second Phase Technical Evaluation will be conducted. In the Second Technical Evaluation all categories will be re-evaluated based on the Oral Presentation/Discussion Session including the Proposer’s Transitional Plan, High Level Implementation Timeline, and Financial Statements (if requested by UMUC) as well as firm and key personnel references will be incorporated.

The order of importance of the technical criteria will remain the same with the Transitional Plan/High Level Implementation Timeline, Financial Statements (if requested), references* for the Key Personnel and the Firm incorporated into the appropriate criteria; that is, the order of importance will remain as follows:

1) Approach to Contract/Questionnaire/Transitional Plan/High Level Implementation Timeline;
2) Firm Profile including Financial Statements (if requested)/Firm Experience/Firm References*;
3) Key Personnel/Staffing Qualifications/Key Personnel References*.
2.2.3 Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain susceptible of the award will not progress in the procurement. As the procurement progresses and as results of the technical evaluation are determined by UMUC, all proposers will be notified as to the results of the technical evaluation of his/her firm's technical proposal.

2.2.4 Once a final shortlist of proposals is established, the University will rank the technical proposals from highest to lowest. If a numerical point scoring system is utilized, scores will be normalized, that is the highest ranked proposal will receive 100% of the available technical score with subsequently lower ranked proposals receiving proportionately lower scores.

2.3 **Price Proposal Phase:**

Upon completion of the Technical Evaluation, **only** those firms whose technical proposals remain short listed will be requested via an addendum to submit a **Price Proposal.** The due date and time for price proposals is anticipated to be August 29, 2012 at 3:00 pm.

A sample Price Proposal form is provided in Appendix B, however, it is anticipated that this form will evolve as the procurement progresses.

2.3.1 **Price Evaluation**

Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the full cost of the services, including mark-up on media, hourly rates (evaluated by using sample projects, and/or retainer fees. The University may elect to request Best & Final Price Proposal(s).

The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

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

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

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

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

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

END OF SECTION IV
SECTION V
TERMS AND CONDITIONS OF THE PROPOSAL

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

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

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

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

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

5.6 Cancellation of the RFP.
UMUC may cancel this RFP, in whole or in part, at any time.

5.7 Incurred Expenses.
Neither UMUC nor the State of Maryland is responsible for any expenses that Proposers may incur in preparing and submitting proposals or in making oral presentations of their proposals, if required.
5.8 **Payment.**
The State of Maryland usually provides payments on a net 30 day basis for UMUC approved invoices. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UMUC, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

5.9 **Electronic Funds Transfer (“EFT”).**
By submitting a response to this solicitation, the Offeror agrees to accept payment by electronic fund transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the form attached as Appendix D, the GAD X-10 Contractor EFT Registration Request Form. This form is to be submitted directly to the Comptroller’s Office (not to UMUC). Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

5.10 **Procurement Regulations.**
This RFP shall be conducted in accordance with USM Procurement Policies and Procedures. The procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at [www.umuc.edu/procurement](http://www.umuc.edu/procurement).

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

5.12 **Oral Presentation /Discussion Sessions.**
Contractors whose proposal is found to be susceptible of the award following the initial technical evaluation will be required to make individual presentations to the University representatives in order to clarify their proposals. Proposers will be contacted by the Issuing Office accordingly. (See Section III, Article 3, for further information.).

5.13 **Evaluation of Offers.**
Contract Award will be made to the responsible offeror(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by a University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of a contract to the Procurement Officer to the contractor(s) whose proposal(s) is/are determined to be the most advantageous to the University. All offerors will be notified of the award selection.

5.14 **Proposal Affidavit and Certifications.**
State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included as Appendix A of the RFP.
5.15 **Economy Of Preparation.**
Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's offer to meet the requirements of the RFP.

5.16 **Multiple Proposals.**
Contractors may **not** submit more than one proposal.

5.17 **Alternate Solution Proposals.**
Contractors may **not** submit an alternate to the solution given in this RFP.

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

5.19 **Contractor Responsibilities and Use of Subcontractors**
The University of Maryland University College shall enter into contractual agreement with the selected offering contractor(s) only. The selected contractors(s) shall be responsible for all products and/or services required by this RFP. UMUC will consider proposals that reflect primary and secondary service providers or prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. University of Maryland University College's intent is not to direct the use of any particular subcontractor, however, the contractor will not contract with any such proposed person or entity to whom University of Maryland University College has a reasonable objection. Notification of such objection will be made by University of Maryland University College within 15 days of contract. The contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the contractor of liability.

5.20 **Access to Contractor Records for Quality Assurance and Auditing Purposes.**
The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors, representatives, or agents) to provide quality assurance and auditing.

5.21 **Arrearages.**
By submitting a response to this solicitation, a contractor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.
5.22 Taxes.
University of Maryland University College is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

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

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

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

5.25 Maryland Public Ethics Law, Title 15.
The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

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

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the contractor or any State of Maryland employee in connection with this procurement.
5.26 **Assistance in Drafting.**
Under the State Government Article § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll-free phone number 877-669-6085, or see the website [ethics.gov.state.md.us](http://ethics.gov.state.md.us).

END OF SECTION V
APPENDIX A
TECHNICAL PROPOSAL FORMS
PROPOSER: ____________________________________________________
Federal Identification Number/Social Security Number:________________________
Address:________________________________________________________________

DATE_______________________

The undersigned hereby submits the Technical Proposal as set forth in RFP #91015 dated June 25, 2012.

We confirm that this Technical Proposal is based on the Requirements per the RFP and any subsequent addenda. Our firm is submitting a proposal for the following Marketing Service functions: (check all that apply)

1. Strategy, market research, and branding
   _____ Primary
   _____ Secondary
2. Offline marketing
   _____ Primary
   _____ Secondary
3. Online marketing
   _____ Primary
   _____ Secondary
4. Digital design and development services
   _____ Primary
   _____ Secondary
5. Customer relationship management services
   _____ Primary
   _____ Secondary

In accordance with Section III, Proposal Requirements, Article 2, we are enclosing the following in our Technical Proposal:

1. Executive Summary
2. Approach to Contract/Questionnaire
3. Firm Profile/Firm Experience/References
4. Key Personnel/Staffing Qualifications/References
5. Bid/Proposal Affidavit (completed)
6. Evidence of Insurance
7. Acknowledgement of acceptance of UMUC Contract Terms and Conditions in Appendix C (See RFP Section I, Paragraph 8 for more details)
8. Acknowledgement of Receipt of Addenda form

Printed Name:_______________________
Signature:__________________________
Title:______________________________
Date:______________________________
QUESTIONNAIRE OF SERVICES TO BE PROVIDED 
IN ACCORDANCE WITH THE SCOPE OF WORK 
RFP 91015 

ALL PROPOSERS ARE TO PROVIDE RESPONSES TO SECTION I, II, III, and V OF THIS QUESTIONNAIRE. 

Please respond to each of the following items and describe in detail “how” your firm will meet these requirements. 

I. ACCOUNT MANAGEMENT: 

A. Describe your firm’s capabilities, both internal and external. Include any propriety software and/or support tools. 

B. Provide an organizational chart and describe the Proposer’s proposed dedicated staffing to support UMUC’s account. Include resumes for the senior account executive who would be assigned to the UMUC account and responsible for the coordination of the overall account, and for others who would be instrumental in servicing the account. Provide either resumes or brief biography and experience of other key support personnel. (Identify contractual personnel, if applicable.) 

C. Describe Proposer’s system for tracking and reporting systems to determine effectiveness and specify documentation that would be provided to UMUC. Site-specific examples for all types of media and services to be provided as stated per the scope of work. 

D. Specify what percentage of your firm’s total services were delivered at the county, state, regional (mid-Atlantic), national and international levels during the last two years. Specifically identify separately media advertising placed in these geographies, as applicable to the services you are proposing. Give a separate breakout for each category. For this section, Proposer may also report what the entire company offers nationwide. 

E. Clearly state what, if any, out-sourced resources or services will be utilized for account management and execution. 

F. Please confirm whether your firm has videoconferencing capabilities, if necessary to participate in meetings as set forth in RFP Section II, Paragraph 2.3.1(e). 

G. Although there is not an MBE goal set for this contract, UMUC is encouraging MBE participation. Please provide a narrative on how your firm will approach the use of Maryland State Certified Minority Business Enterprises. For what services would your firm seek qualified MBE’s? What history of meeting MBE goals has your firm had on other contracts and what results were achieved? Provide a list of your MBE partners on prior contracts. 

II. STRATEGY FOR SUBJECT AREA: 

A. Describe your capabilities and process for developing a strategy for the subject area(s) which you are proposing; 

B. Provide client example and successes 

C. Clearly state what, if any, outsourced resources will be utilized for strategy development 

D. Describe the use of metrics and information to generate and measure the effectiveness of your strategic plans. 

III. CREATIVE SERVICES: 

A. Describe your capabilities to develop creative that builds the brand and builds the business. Describe your preferred approach to creative development. Describe what you believe is great creative. Describe what you believe is an optimal agency-client relationship. Describe how you think this relationship and process produces great creative. 

B. Confirm your firm will willingly accept UMUC’s brand strategy, logo and any theme line, whether or not prepared by the Contractor and work to develop the idea to completion. Contractor must be able to secure any stock photographs or illustrations needed to execute design concepts. All copy (slogan or themes) design, photography, audio-visuals, artwork, graphic and musical jingles exclusively prepared for UMUC will become the sole property of UMUC. 

C. Describe your capability to manage assets and to submit ads and other creative materials to clients for review--include resources to deliver materials via courier or overnight services and capability to e-mail .gif, .jpeg, or .pdf files for review OR post such files on a Web site for review. Agency must be able to provide copy in draft form (prior to layout, if necessary) for review, editing and approval. Agency must be capable of delivering art electronically, or as requested, within 48 hours of final approval by UMUC to selected media or UMUC as required.
D. Describe the technology and resources that you have in-house to develop and manage creative (copywriting, design, and production) for all types of media, including but not limited to print, radio, TV, outdoor, interactive, web sites, landing pages, HTML e-mails, banner ads, etc., from concept through final art/production as required.

E. Describe any relationships with Washington, DC metro area photographers or illustrators that could enhance UMUC’s advertising promotions. Describe any relationships with other local talent, such as directors for TV and radio ads.

F. Clearly state which of the above, if any, will be out-sourced services.

IV. MARKETING SERVICES
In accordance with the Scope of Work, please respond to the following questions with regard to the services to be provided.

A. Strategy, Market Research and Branding

1. Describe your experience and provide specific examples of identifying, creating and enhancing brands, brand strategy and brand positioning.

2. Discuss your firm’s market research resources and capabilities. Specifically identify market research techniques and approaches which you would recommend and/or which you may specialize in.

3. Describe your experience in development of an integrated brand strategy. Specifically describe and showcase through examples, your experience and success stories.

4. Describe your experience driving the development of an integrated branding and/or direct response campaign strategy in support of a growth objective. Specifically describe and showcase through examples your experience and success stories.

5. Describe your experience assisting with developing marketing research and business plans that identify and target various consumer and business segments and result in integrated communications across multiple channels.

6. Describe technologies and resources used to identify, recommend, track, measure, analyze and optimize marketing plans, advertising copy and media placements. Clearly demonstrate skills for developing innovative messaging and media placement strategies.

7. Provide samples of materials produced for clients within the last two years and include performance metrics that prove the activity was successful. Samples should include at least one sample from each of the following categories, though three samples would be preferred.
   a) Corporate/brand identity
   b) Brand strategy and positioning
   c) Marketing messaging and/or media effectiveness

B. Offline Marketing

1. Describe your experience and provide specific examples of developing brand strategy/positioning, messaging, and integrated campaigns.

2. Describe how media and research is used. Specifically describe advertising experience and success stories.

3. Describe your experience with creating powerful, attention-grabbing designs for print and outdoor signage. Discuss the effectiveness of these campaigns in serving the desired objectives and intended outcomes.

4. Describe your experience with developing television and radio creative. Discuss the effectiveness of these pieces in serving the desired objectives and intended outcomes.

5. Describe your experience with creating direct mail, e-mail and collateral brochures, flyers, etc. Discuss the effectiveness of these designs in serving desired objectives and intended outcomes.
6. Describe technologies and resources used to identify, recommend, place, track, measure, analyze and optimize media placements. Clearly demonstrate skills for developing innovative media placement strategies.

7. Describe the firm’s capability to negotiate media opportunities and rates, secure special placement, and gain value-added opportunities for cost-effective placement. Specifically describe experience and success stories.

8. Provide samples of marketing materials produced for clients within the last two years and include performance metrics that prove the activity was successful. Samples should include at least one sample from each of the following categories, though three samples would be preferred.
   
a) Black and white print ads  
b) 4-color print ads  
c) Outdoor Signage (billboards, dioramas, etc.)  
d) Broadcast  
   (1) Radio spots  
   (2) Television commercials  
e) Direct Mail (packets, self-mailers, etc.)  
f) Collateral materials  
   (1) Brochures  
   (2) Flyers  
   (3) Signage  
   (4) Catalogs

9. Describe how your work was implemented by one or more clients and successfully moved the business forward.

C. Online Marketing

1. Describe your capabilities and experience with paid online media, including but not limited to digital advertising, including search engine marketing, display ads, mobile, retargeting, social media sites, and other interactive activities. Discuss the effectiveness of these campaigns in serving the desired objectives and intended outcomes.

2. Describe your capabilities and experience in optimizing customers’ digital experience including but not limited to landing page development, Web site optimization, SEO and related services. Discuss the effectiveness of this work in serving the strategic goals and resulting outcomes. Provide success stories.

3. Describe how strategy and research is used to match media proposed to specific target audiences. Specifically describe advertising experience and success stories.

4. Describe technologies and resources used to identify, recommend, place, track, measure, analyze and optimize media placements. Provide samples of metrics reports which you believe represent best practices (redacted for confidential data, as appropriate)

5. Describe the firm’s capability to negotiate media opportunities and rates, secure special placement, and gain value-added opportunities for cost-effective placement. Specifically describe approach, technologies used, experience and success stories.

6. Describe your relationship or partnership with any technology or capability providers that could enhance UMUC’s advertising promotions (i.e.: SEO partners, retargeting, web programmers, copywriters, etc.).

7. Describe how your firm stays technologically current and competitive.

8. Provide samples of marketing materials produced for clients within the last two years and include performance metrics that prove the activity was successful. Samples should include at least one sample from each of the following categories, though three samples would be preferred.
   
a) Display ads  
b) Landing pages
D. Digital Design and Development

1. Describe your experience with Web site, mobile and social site development. Discuss your approach and capabilities in the full project lifecycle, including planning, business analysis, design, information architecture, use cases, site design, development, content management, etc.

2. Discuss and provide examples of how effective architecture, design and use of technologies can serve the desired objectives and intended outcomes. Specifically discuss the direct impact on the user experience.

3. Discuss your experience and capabilities in developing a public-facing Web site which needs to integrate with internal applications and data sources, such as Peoplesoft, Salesforce, learning management systems, etc. Discuss best practices for design and development.

4. Discuss your testing mechanisms, business readiness, and quality control measures for implementing new digital initiatives.

5. Describe your relationship or partnership with any technology or capability providers that could enhance UMUC’s advertising promotions (i.e.: SEO partners, retargeting, web programmers, copy writers, etc.).

6. Describe how your firm stays technologically current and competitive?

7. Provide samples of marketing materials produced for clients within the last two years and include performance metrics that prove the activity was successful. Samples should include at least one sample from each of the following categories, though three samples would be preferred.
   a) Web site
   b) Microsite
   c) Landing pages
   d) Landing page with a form
   e) HTML e-mails, including corresponding landing page

E. Customer Relationship Management

1. Describe your experience in developing and managing lead-nurturing campaigns. Discuss the effectiveness of these campaigns in serving the desired objectives and intended outcomes.

2. Describe your experience in analyzing, scoring, and tracking of leads through a life cycle “funnel.” Communicate your views on best practices for customer relationship management in the early funnel stages, to nurture prospects toward becoming a student (i.e. ‘customer’).

3. Describe your experience, if any, in using Peoplesoft, Salesforce, marketing automation tools, and learning management systems.

4. Discuss and provide specific creative samples for an online campaign. Provide a brief overview of the objective, recommended solution and results.

5. Discuss and provide specific creative samples for an offline campaign. Provide a brief overview of the objective, recommended solution and results.
V. ADDITIONAL SERVICES:

In addition to the requirements set forth above, UMUC is also interested in other marketing services Proposers can provide, particularly innovative ideas to control costs, drive growth, and/or increase efficiency.

Recommendations to UMUC for how to best utilize agencies for the broad range of marketing services identified here, and how to develop and implement best practices can be offered.

END OF THE QUESTIONNAIRE
A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

____________________________________________________________
____________________________________________________________
___________________________________________________________.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows
D. AFFIRMATION REGARDING DEBARMENT

I further affirm that:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I further affirm that:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

F. SUB-CONTRACT AFFIRMATION

I further affirm that:

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

G. AFFIRMATION REGARDING COLLUSION

I further affirm that:

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the 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.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
(h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

M. Repealed.
N. ACKNOWLEDGEMENT

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

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

Date: ____________ By: ___________________________ (Signature)

(Authorized Representative and Affiant) __

____________________________ (Printed Name)

____________________________ (Proposer Name)

____________________________ (Federal Identification Number)
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91015

TECHNICAL PROPOSAL DUE DATE: _July 20, 2012 AT 3:00 P.M._

RFP FOR: UMUC MARKETING SERVICES

NAME OF PROPOSER: ______________________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. ___ dated ________
Addendum No. ___ dated ________
Addendum No. ___ dated __________
Addendum No. ___ dated __________
Addendum No. ___ dated __________

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

________________________________________
Signature

________________________________________ Name
Printed

________________________________________ Title

________________________________________ Date

END OF FORM
APPENDIX B
SAMPLE PRICE PROPOSAL FORM
Dear Ms. Rolandelli:

The undersigned hereby submits the Financial Proposal as set forth in RFP # 91015 dated June 25, 2012 and the following subsequent addenda:

Addendum __ dated ______
Addendum __ dated ______
Addendum __ dated ______
Addendum __ dated ______

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

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

A. Attached to this Price Proposal Form is our firm's maximum hourly billing rates for all personnel and staff positions that will be applicable through June 30, 2014.

B. Maximum percent (%) mark-up for subcontractors/outside sources: __________%

C. Maximum percent (%) commission for media buys: __________%

D. Retainer per month (if applicable) $_________

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

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

Enclosure: Name, Title, Role on Project, and Hourly Rate of Personnel to be attached
Living Wage Affidavit

(Signatures should be placed on following page.)
The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

### A. INDIVIDUAL PRINCIPAL

| In Presence of Witness: ____________________________ | FIRM NAME __________________________ |
| O______________________________ | ADDRESS ____________________________ |
| O_________________________ | TELEPHONE NO. ______________________ |
| O__________________________ | SIGNED _____________________________ |
| O__________________________ | PRINTED NAME ______________________ |
| O__________________________ | TITLE: ______________________________ |

### B. CO-PARTNERSHIP PRINCIPAL

| (Name of Co - Partnership) | ADDRESS ____________________________ |
| ____________________________ | ____________________________ |
| ____________________________ | ____________________________ |

| In Presence of Witness: | TELEPHONE NO. ______________________ |
| ____________________________ | ____________________________ |

| as to | BY ____________________________ |
| (Partner) | ____________________________ |

| Printed Name: ____________________________ | ____________________________ |
| ____________________________ | ____________________________ |

| as to | BY ____________________________ |
| (Partner) | ____________________________ |

| Printed Name: ____________________________ | ____________________________ |
| ____________________________ | ____________________________ |

### C. CORPORATION

| (Name of Corporation) | ADDRESS ____________________________ |
| ____________________________ | ____________________________ |

| Attest: | TELEPHONE NO. ______________________ |
| ____________________________ | ____________________________ |

| [Printed Name of Corporate (or Assistant Corporate) Secretary] | ____________________________ |
| [Corporate (or Assistant Corporate) Secretary Signature for Identification] | ____________________________ |

| BY: ____________________________ | ____________________________ |

| Signature of Officer and Title | ____________________________ |
| Printed Name | ____________________________ |
| Title | ____________________________ |
Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. ____91015 – Marketing and Advertising Services ____________________________
Name of Contractor _____________________________________________________
Address_____________________________________________________________________
City_______________________________ State________ Zip Code_______________

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

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

If the Contract is a Living Wage Contract
A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

B. ____________ _________ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

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

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

Name of Authorized Representative: _____________________________________________
________________________________________________________________________
Signature of Authorized Representative      Date
________________________________________________________________________
Title
________________________________________________________________________
Witness Name (Typed or Printed)
________________________________________________________________________
Witness Signature         Date
APPENDIX C
Professional Services Agreement
CONTRACTOR: _____________________________
Federal Employer ID: ___-_________
Address: ___________________________________

Contact Person: ___________________________
Contact Phone: ___________________________
Contact Fax: ___________________________
Contact E-mail: ___________________________

UMUC Ordering Office:
Project Coordinator:
Coordinator Phone:
Coordinator Fax:
Coordinator E-mail:

UMUC Procurement Officer
(ie Contract Manager):
Phone Number:
E-mail address:
THIS 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."

RECITALS

The University issued solicitation documents (Reference RFP 91015) on June 25, 2012, or, absent a solicitation document, requested in writing, as amended from time to time (the "Solicitation"), to solicit a provider of marketing and advertising services. Contractor submitted a technical proposal dated _______________ 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 ___);
- The Solicitation #91015 and all addenda to the solicitation,
- 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 June 30, 2018 unless otherwise extended, expired or terminated pursuant to this Contract. If applicable, there will be an option or options for renewal for a period not to exceed a cumulative total of five additional years ["Renewal Term(s)"] 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 _____ 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 relevant Task Order.

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, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information.

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

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

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

7.6 Contractor’s obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

7.7 Contractor acknowledges that Contractor’s failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 6I shall be a material breach of this Contract.

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

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

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

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

8. RELATIONSHIP OF THE PARTIES

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

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

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

9. DISTRIBUTION OF RISK

9.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract. 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, or special damages, or losses, including without limitation lost profits and opportunity costs.

10. GENERAL TERMS AND CONDITIONS

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

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

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

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

10.5 Subcontracting and Assignment.

10.5.1 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:
10.10 Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

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

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

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

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

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

10.16 Political Contribution Disclosure. Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12 month period of time involving cumulative consideration in the aggregate of $100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.
10.17 **Anti-Bribery.** The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

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

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

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

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

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

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

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

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

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

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

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

Commercial General Liability Insurance including all extensions-
Not less than $1,000,000 each occurrence;
Not less than $1,000,000 personal injury;
Not less than $1,000,000 products/completed operation
Not less than $1,000,000 general aggregate
Workmen’s compensation per statutory requirements
If applicable, Fiduciary Bonding of Workers with access to credit card information

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

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 coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder’s rating of “A-” or better.

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

UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE

By: ____________________________  By: ____________________________
Name: _Valerie Rolandelli__________  Name: ____________________________
Title: AVP, Strategic Contracting_______  Title: ____________________________
Date: ____________________________  Date: ____________________________
EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT

THIS Exhibit A to CONTRACT ("Contract") 91015 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 Scope of Work:
CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE
I HEREBY AFFIRM THAT:
I am the (title) ______________ SAMPLE ______ and the duly authorized representative of (business) ______________ SAMPLE ______________ and that I possess the legal authority to make this Affidavit on behalf of myself and the contractor for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
I FURTHER AFFIRM THAT:
(1) The business named above is a (domestic__) (foreign__) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:
Name: _________________________________________________________
Address: __________________________________________________________

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

C. 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 __________, 2003, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: __________ By: ________________________________
APPENDIX D
SCHEDULE EFT
Payments to Contractors by Electronic Funds Transfer (EFT)

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

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

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is: http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp
Appendix E

Living Wage Requirements

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

Effective September 27, 2011, Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least $12.49 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least $9.39 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

This RFP 91015 is considered a Tier 1 Contract.

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

The Living Wage Affidavit will be required to be completed at the time of the submittal of the Price Proposal. (See Appendix B.)