



## UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

### REQUEST FOR PROPOSAL 90968

for

### Professional Staffing Services

ISSUE DATE: 9-19-2011

SIGNIFICANT MILESTONES	TIME:	DATE
Last Day for Questions	4 PM	09/27/2011
Proposal Due Date:	4 PM	10/04/2011
Interview Date if conducted	TBD	10/19/2011

**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, Room UC 310  
Adelphi, Maryland 20783  
[www.umuc.edu](http://www.umuc.edu)

## Professional Staffing Services

### UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

#### RFP 90968

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**SECTION I:**  
**GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS**

**Request for Proposals  
for  
Professional Staffing Services**

**SECTION I:  
GENERAL INFORMATION**

**1. Summary:**

**1.1. Solicitation.** University of Maryland University College (“UMUC” or “University”) is soliciting proposals to obtain the services to provide professional temporary personnel for various UMUC departments, including but not limited to Information Technology, Finance, Human Resources, and Marketing. The professionals will augment UMUC staff for various projects. There is also a possibility that some of the temporary professionals could eventually become UMUC employees. UMUC may also request direct hire services and/or temporary professionals for specific length assignments. UMUC invites qualified vendors (“Agency”, “Contractor”, “Offeror”, or “Proposer”) to submit proposals to meet some or all of the requirements of this solicitation. This solicitation shall be conducted in accordance with University System of Maryland Procurement Policies and Procedures (“USMPPP”). Specifically, the procurement method being utilized shall be Competitive Sealed Proposals. This solicitation document is also posted on UMUC’s Electronic Bid Board at [www.umuc.edu/procurement](http://www.umuc.edu/procurement). It is preferable that Proposers have experience in placing similar professional staff in the Metropolitan DC/Maryland area. At times, requests may be made for staffing in the Mid-Atlantic Region and/or nationally, depending on the position.

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

UMUC is one of 11 degree-granting institutions of the University System of Maryland; the University collaborates with other schools in the System and other Maryland educational institutions, both public and private. Under contract to the U.S. Department of Defense, UMUC is one of the leading education providers for the U.S. military, offering on-site and online classes to active-duty service members and their families at bases throughout Europe and Asia, while also serving members of the military in the United States. UMUC is recognized as a worldwide leader in online education offering 116 undergraduate and graduate degree and certificate programs fully online. During the past 60 years, UMUC has served more than 1.5 million service members in more than 25 countries across the globe.

Today, UMUC brings higher education to Maryland and the entire world—enrolling 90,000 students in more than 150 locations worldwide. Visit [www.umuc.edu](http://www.umuc.edu) for more information about UMUC, the largest public university in the United States.

UMUC headquarters are located in Adelphi, MD, at the Inn and Conference Center (ICC) and the currently named Student Faculty Service Center (SFSC). (The SFSC is currently under a complete renovation and is currently vacant; however, it is anticipated that this building, which may be named differently upon completion of the renovation, will become occupied with “back house” offices, including, but not limited to, Human Services, Budget, Finance, Procurement, and Information Technology administration.) Other UMUC facilities are located in Largo (Academic Center) and in leased space at PG Metro. As well, there are UMUC office locations throughout the state of Maryland and nationally at various military installations. The resulting contract(s) will primarily be utilized by UMUC’s locations in Maryland; however all UMUC locations in the United States will be able to utilize the resulting contract(s). Locations of the various stateside offices may be found at [www.umuc.edu](http://www.umuc.edu).

**1.3. Procurement Process.** Procurement of the Professional Staffing Contractor(s) will consist of two phases: Technical and Price Proposal Submittal, possibly Interview/Discussion Sessions, (see Section III for further details). Multiple awards are anticipated to be made as a result of this solicitation.

**1.4.** Upon selection of the Professional Staffing Contractor firm(s) and receipt of applicable approvals, a UMUC contract will be fully executed with the successful firm. The University anticipates the award by 11/17/2011 with the initial contract term to start 12/01/2011 and ending 6/30/2016. There is no guarantee of a dollar amount or number of positions placed. These contracts are not exclusive.

## **2. Issuing Office:**

**2.1.** The Issuing Office is:

University of Maryland University College  
Procurement Office, Room UC-310  
4716 Pontiac Street  
College Park, MD 20740

Attn: Janet Foster  
AVP Procurement Services  
240-684-5141  
[jfoster@umuc.edu](mailto:jfoster@umuc.edu)

or Valerie Rolandelli  
AVP Strategic Contracting  
301-985-7895  
[vrolandelli@umuc.edu](mailto:vrolandelli@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 4 pm on, 9/27/2011.

Questions must be submitted in writing via e-mail to Janet Foster. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All addenda issued will also be posted at UMUC's Procurement website on the Electronic Bid Board at [www.umuc.edu/procurement](http://www.umuc.edu/procurement).

**4. Pre-Proposal Conference:**

A Pre-Proposal Conference will not be held in conjunction with this procurement. See Paragraph 3 above regarding Questions and Inquiries.

**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 changes 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 five (5) copies of the Technical Proposal (for a total of six (6) of the Technical Proposal) and one (1) original and one (1) copy of the Price Proposal** must arrive at the Issuing Office **by Tuesday, October 4, 2011 on or before 4 PM** in order to be considered. The **Price Proposal and Technical Proposal are to be in separate sealed envelopes/containers**. Proposers are requested to clearly mark the "original" set of the Technical Proposal and Price Proposal. No pricing quotation information is to be provided in the Technical Proposal. If any pricing information is included in the Technical Proposal OR if the Technical and Price Proposals are not in separate sealed envelopes, the proposal may be deemed non-responsive by the Procurement Officer.

**6.2. Price Proposals.** Price Proposals will only be opened for those shortlisted firms as a result of the Technical Evaluation. Price Proposals not opened will be returned to the Offeror unopened.

**6.3. LATE PROPOSALS CANNOT BE ACCEPTED.** Proposals are to be delivered to the University's Procurement Office, University of Maryland University College, Procurement Office, Room UC-310, 4716 Pontiac Street, College Park, MD 20740. The University

recommends against use of mail or delivery services which will not guarantee delivery directly to Suite 310. Proposals delivered to the campus central mail facility or to locations other than Suite 310 will not be considered "received" by the University until they arrive at the Suite 310 Reception Desk 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. Directions to the UMUC Procurement Office can be found at the website [http://www.umuc.edu/visitors/locations/uc\\_building.cfm](http://www.umuc.edu/visitors/locations/uc_building.cfm).

**6.4.** Proposers mailing proposals shall allow sufficient mail delivery time to ensure 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 Procurement Office is located on the third floor of the UMUC University Center (UC) which is located at 4716 Pontiac Street in College Park, Maryland. The UC building is accessible by the general public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday with exception of University holidays. The Procurement Office is accessible to the public through the ground level after signing in with the UMUC security guard. Once you are inside the building, take the elevator or stairs to the third floor and follow the room numbers to Suite 310. Directions to UMUC University Center (UC) site complex are available at [http://www.umuc.edu/visitors/locations/uc\\_building.cfm](http://www.umuc.edu/visitors/locations/uc_building.cfm). **Vendors must allow sufficient time in delivering proposals to solicitations to the UC building, Suite 310, to ensure timely receipt by the Issuing Office.**

## **7. Minority Business Enterprises:**

Not applicable to this procurement.

## **8. 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 (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Appendix F entitled "Living Wage Requirements for Service Contracts"). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

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 F for further information.

#### **9. Contractual Agreement:**

It is intended that multiple contracts will result from this solicitation.

The UMUC Contract for Professional Staffing Services 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 for Professional Services and shall contain the mandatory provisions included herein in Appendix D 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 D and **will execute a contract a) in substantially the same form and b) with these mandatory terms and conditions upon request by UMUC.** UMUC may also issue purchase orders as a payment vehicle to the awarded firm(s).

#### **10. 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 initial term of the contract will be anticipated to start on or around 12/01/2011 and continue through 6/30/2016. There will be renewal options(s) at the sole discretion of UMUC up to an aggregate of five (5) additional years.

#### **11. 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.

#### **12. Proposal and Contract Security:**

Not applicable to this procurement.

**END OF SECTION I**

**SECTION II**  
**REQUIREMENTS**

## **SECTION II REQUIREMENTS**

**2.1. General.** UMUC is seeking multiple Contractors to provide professional temporary personnel. The professionals will augment UMUC staff for various projects. There is also a possibility that some of the temporary professionals could eventually become UMUC employees. UMUC may also request direct hire services and/or temporary professionals for specific length assignments. The types of personnel may include, but not be limited to those listed below:

### **FREQUENTLY REQUESTED POSITIONS**

#### **TECHNOLOGY**

Program Manager – BS with 12 years experience  
Project Manager – BS with 5 years experience  
Senior Computer Software/Integration Analyst - BS/MS with 8 years experience  
Database Manager - BS/MS with 7 years experience  
Quality Assurance Specialist - BS with 5 years experience  
Systems Administrator - AA with 2 years experience  
Senior Systems Engineer - BS/MS with 6 years experience  
Computer Security Systems Specialist - BS with 6 years experience  
Senior Information Technology Architect - BS/MS with 10 years experience  
Senior IT Auditor - CPA with 10 years experience  
Network Security Engineer - - BS with 8 years experience  
Telecommunications Systems Analyst - BS/MS with 5 years experience  
Web & Multimedia Developer – some college or 6 months experience  
Senior Web Designer/Developer - BS/MS with 3 years experience

#### **NON TECHNOLOGY**

HRIS Data Analyst - BS with 3 years experience  
Recruiter - BS with 3 years experience  
Field Representative - BS with 2 years experience (national need)  
Budget Analyst - BS with 2 years experience

The temporary personnel shall be and shall remain the employees of the staffing agency and shall not be considered employees of UMUC, until so hired. UMUC is also seeking Contractors to actively search for highly qualified candidates to fill positions in recruitment by UMUC as well as provide professional staff for short-term project assignments (Staff Augmentation). It is preferable that Proposers have experience in placing similar professional staff in the Metropolitan DC/Maryland area. At times, requests may be made for staffing in the Mid-Atlantic Region and/or nationally, depending on the position.

**2.1.1. Service Requests:** As needed, UMUC Procurement will make requests directly to the agency. Competition will be sought as practicable amongst the awarded firms; however, if deemed in its best interest, UMUC has the right to make personnel requests to only one of the

awarded contracts and is not obligated to make the same request to each of the awarded contracts. The request will include job title; skills needed; education, experience and background/reference checks required; brief job description indicating the extent of confidential information to which personnel would have access; start date; end date (if applicable); daily work hours expected; UMUC manager name; ,location of job; and allowable reimbursable expenses, if any. If requested to provide candidates for consideration, the Contractor will respond with name(s) and rate(s) of candidate(s) with resume(s). It is preferable that two (2) or more candidates are provided to provide a choice to UMUC. UMUC reserves the right to interview the candidates by phone or in person at its sole discretion and to select the candidate best suited for the position based upon the candidate's qualifications and hourly rates. Evidence of experience working in Higher Education may be required for these candidates. UMUC requires at least an eight (8) hour OR one (1) work day credit to ensure proper fit for the position.

UMUC will reserve the right to ask for further candidates if we have had previous experience with a candidate or need a candidate with a less expensive rate. Once selected, the successful candidate's social security number, full name and birth date are required in order to establish UMUC computer and e-mail accounts. This information will not be shared with any other office.

**2.1.2. Notice:** Generally, UMUC expects to provide five (5) business days' notice of a personnel request; however, the nature of its business is such that staffing demands can change dramatically and very rapidly. On rare occasions, the Contractor will be asked to respond within 24 hours of receipt of the request and/or fill positions by the next business day.

**2.1.3. Hours of Work:** UMUC's normal working hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, for most locations; however, some locations may vary from this schedule. The Contractor will be compensated for the actual hours during which services are performed, excluding lunch, not to exceed eight (8) hours per person for a normal work day. Time will start upon the temporary personnel's arrival at the workstation. UMUC does not reimburse for parking at UMUC buildings. Services will generally not be required during UMUC holidays or when UMUC is closed for inclement weather. UMUC holidays are listed on Appendix D.

From time to time, UMUC may allow staff to work remotely. This will be considered on a case-by-case basis. In addition, UMUC may require staff that work in locations other than UMUC's offices situated in Maryland. Entry to military bases may be needed in some instances. .

**2.1.4. Duties:** Each Temporary Personnel will be expected to report to their assigned UMUC manager at the requested date and time. They must record the actual time worked (not including lunch) on their agency-provided timesheet; however, the expectation is that a minimum work day will be eight (8) hours, not including lunch or breaks, Monday through Friday. In some circumstances, UMUC may approve a different work schedule. The work must be performed to the UMUC manager's satisfaction. Temporary Personnel are to direct any questions regarding proper office attire and comportment to their UMUC manager. Temporary Personnel must follow UMUC rules of conduct. While smoking of tobacco products is NOT allowed within any UMUC building, it is permitted in the common areas adjacent to UMUC buildings. Alcohol and illegal drug use, however, is expressly prohibited on UMUC premises. Temporary personnel must contact their UMUC manager and agency supervisor if illness will prevent them from reporting for work. Such contact should be made no later than

one hour after the agreed upon starting time In case of inclement weather, Temporary Personnel must call 301-985-SNOW for office closure status.

**2.1.5. Conduct:** It is expected that Temporary Personnel dress appropriately for the position and act in a professional and courteous manner at all times. If Temporary Personnel have any problems with their UMUC manager or the working environment, they must contact the UMUC Human Relations office promptly. The UMUC EEO officer must be immediately informed of any sexual harassment or any type of harassment or discrimination. Some Temporary Personnel may be assigned to positions where confidential student or financial information is available and so may be asked to sign confidentiality agreements and/or non-disclosure agreements.

**2.1.6. Compensation:** The Contractors are solely and exclusively liable for all compensation due to its Temporary Personnel, whether at straight or overtime rates, in accordance with the requirements of the Fair Labor Standards Act, as amended. UMUC will authorize overtime compensation only for Temporary Personnel who have been previously approved by the UMUC manager to work more than 40 hours in one week. No other overtime payments will be paid to the Contractors or Temporary Personnel.

**2.1.7. Taxes and Compliance;** The Agency shall be responsible for withholding federal, state, and local taxes, unemployment insurance, and any other tax or withholding required by law. In the event the Staffing Agency fails to comply with all applicable labor laws, legally required tax withholding in connection with performing services for UMUC, wage and hour laws and employment discrimination laws, and a claim based upon such non-compliance is pursued against UMUC, the Staffing Agency shall indemnify and hold harmless UMUC for any and all costs and liabilities incurred, including reasonable attorney's fees. In the event the Staffing Agency or its employees are determined by a governmental body to be employees of UMUC, the Staffing Agency shall indemnify and hold harmless UMUC for any and all costs and liabilities incurred, including reasonable attorney's fees.

**2.1.8. Background and Reference Checks:** The Agency will be expected to perform thorough reference checks on the candidates presented for consideration. In addition, either directly or through a third party, the Consultant will be responsible for completion of a background check on the candidate of choice. The background check should include: Social Security Number verification, criminal felony conviction records check, employment and salary history verifications. If applicable, a credit history and/or motor vehicle report may also be requested. The type and content of the background check will be determined by the assignment.

**2.1.9. Additional Positions:** The positions described herein are the types of positions most frequently required by various UMUC departments. Additional positions required by UMUC shall be paid at a mutually agreeable pay rate for the personnel. UMUC shall not be required to meet any estimates of tasks or hours indicated herein.

**2.1.10. Hourly Rate and Rate Escalation:** The all-inclusive hourly rates offered shall remain fixed throughout the initial term of this contract. On an assignment basis, reimbursable

expenses may be allowed and will be so noted on the staffing request. Travel will be reimbursed based on UMUC's Travel Policies and Procedures in effect at the time of the request.

**2.1.11. Long-Term Personnel Discount:** Should UMUC require continuous service from a specific individual that extends beyond a three (3) month period, the Contractor shall identify a long-term percentage discount in the Price Proposal, to be applied to the standard hourly rate for that position. Additionally, if an individual's term is extended beyond three months, the long-term discount will be charged beginning with the fourth month. The discount shall reflect the reduced administrative costs related to a long-term, continuous placement.

**2.1.12 Replacements:** Upon notice by UMUC, the Contractor(s) will furnish replacements for any persons deemed unacceptable by UMUC. The UMUC Human Resource Office or other department contact will ask for a replacement if the temporary personnel do not have or does not perform the skills set requested, has not had good attendance, has engaged in misconduct or in the sole discretion of UMUC, is otherwise unfit for duty. Examples of misconduct include verbal or physical altercations with anyone at UMUC, improper use of UMUC computers or networks, excessive use of phone or computers for personal business, theft or misuse of UMUC or other's property, or the disclosure of any confidential information.

**2.1.13 Conversion:** When UMUC hires an individual who has worked on a temporary basis, payments to the Contractor shall cease on the start date of UMUC employment. UMUC shall not be responsible for any additional charges beyond the hourly rate due for the time worked. Conversion rates must be specified in the Price Proposal based on the length of the temporary assignment.

**2.1.14 Direct Hire Recruitment.** All permanent placements, whether initially staffed as a temporary or a direct hire, are warranted for a period of one year. If at any time during the first year of permanent employment, which begins on the start of any temporary assignment or permanent employment, UMUC determines the placement unacceptable, a change in business conditions leads to job elimination or the employee leaves the employment of UMUC for any reason, the fee will be refunded on a pro-rata basis. Direct hire recruitment rates should be specified in the Price Proposal.

**2.1.15 Procurement Card Payments:** It is preferable that the Contractor UMUC's procurement (Visa) credit cards for the majority of payments under this contract. Most UMUC departments will use its Visa Procurement Card to pay the weekly charges for the Proposer's employees assigned to that department. The specific Procurement Card information will be given by the department at the start of each assignment, but will be transmitted only to the Contractor's designated point of contact. An invoice for each temporary personnel, with a timesheet attached, shall be submitted to the UMUC manager or his/her designee no later than Thursday for the previous Monday through Friday's work to serve as backup documentation for the PCard. Note, that the Visa Procurement Card cannot be used to pay invoices \$5,000 or greater. For any assignments where the weekly payment will be \$5,000 or greater, a UMUC purchase order will be issued. (See 2.1.16 below regarding invoicing procedures for UMUC purchase orders.)

**2.1.16 Non-Procurement Card Payments:** If the department does not have a Procurement Card or the amount is in excess of \$5,000, a purchase order will be issued for that assignment. An invoice clearly labeled with that Purchase Order, the name of the temporary employee, the UMUC department and the UMUC manager shall be submitted to UMUC Accounts Payable weekly. A copy of the invoice with a signed timesheet should be sent to the UMUC manager or his/her designee no later than Thursday for the previous Monday through Friday's work. If the invoice correctly shows the agreed-upon rate and the hours worked, Accounts Payable can process the invoice for payment through the State of Maryland on a Net 30 day basis. Invoices without the proper information will be sent back to the Contractor for correction.

**2.1.17 Failure to Deliver:** Time is of the essence in these contracts. In the event the Contractor(s) fails to deliver the services covered by the contract, UMUC shall have the right to secure the services elsewhere and deduct any additional costs incurred by UMUC as a result of such failure to deliver from any money due the Contractor. Where there is no money due the Contractor, the Contractor shall reimburse UMUC for any additional costs incurred. If, in the sole discretion of the Procurement Officer, the Contractor fails to perform any combination of, but not limited to, the following, the contract may be terminated without penalty immediately:

- Assign personnel that cannot meet contract qualifications
- Does not have personnel available within the response time
- Refusal to replace unqualified personnel with qualified personnel in accordance with contract specifications
- Refusal to credit account as agreed, and within 30 days.

**2.2. Contractor's Account/Client Relationship Manager.** A UMUC employee from the Department of Human Resources will be named after contract award to administer the contracts ("UMUC Contract Administrator"). The Contractor(s) will assign a knowledgeable executive/manager (the "Account Manager") to be the primary point of contact with the UMUC Contract Administrator. The Account Manager is responsible for the overall success of the contract and establishing and maintaining the business relationship with UMUC. It is expected that this person be at a decision making level within the Contractor's organization and that this person will lead the Contractor's personnel in the talent acquisition/professional staffing efforts that may be requested by UMUC. The Account Manager must familiarize himself/herself with UMUC's culture and environment to ensure appropriate professional staffing are provided to UMUC throughout the length of the term of the Contract. The Account Manager may be required to meet with the UMUC Contract Administrator and the Procurement Officer before the start of the contract(s) for familiarization purposes. As well, the Account Manager may be required periodically to meet with UMUC hiring managers that may be in need of the Contractor's services. The Account Manager will be responsible for providing quarterly (or otherwise determined interval) usage reports, help in resolving billing inquiries and answers to inquiries to and from the UMUC Contract Administrator. Reports will include the number of temporary employees working at UMUC, with information on where they are working, the UMUC manager, the current hourly rate, and when that employee would qualify for a discounted hourly rate (long-term discount). Refer to Section 3 for proposal requirements regarding the Account Manager.

**NOTE: Personnel Commitment:** By submitting the name of the Account Manager, the Proposer is committing the individual to UMUC for this contract, if awarded. No personnel change will be permitted without written authorization from UMUC via a contract amendment.

### **2.3. Desirable Services.**

**2.3.1.** It is highly desirable that the Proposer have a wide range of temporary personnel with skill sets other than listed in Section 2.1. For instance, UMUC may have need for IT Project Managers, IT Technical Staff, Trainers, Staffing Specialists, Contract Administrators, Professional Business Personnel, such as Accountants, Budget Analysts, Buyers, , or Office Managers in the future. Provide a list of job titles and skill sets for which your firm has successfully provided temporary personnel.

**2.3.2.** It is desirable that the Proposer have many qualified candidates with college degrees and prior experience within their field of expertise.

**2.3.3.** It is desirable that the Proposer not change the rate of personnel assigned to a UMUC office even if some minor additional duties are added to the personnel's tasks while assigned to that office. For example, in the course of an assignment, it becomes apparent the temporary has additional skills over what was requested, and is willing to use such skills for that assignment. It is desirable the temporary's hourly rate remain the same.

**2.3.4.** As noted above in 2.1.12, it is required that UMUC may request another candidate if after the first day, the first candidate is not acceptable to the UMUC manager. If a replacement is requested within the first day with reasonable justification, it is desirable that UMUC not be charged for this day.

**2.3.5.** It is desirable that the Temporary Personnel be provided with Contractor's ID badges.

**2.3.6.** It is desirable that UMUC not be charged a fee if a temporary employee is hired on as an employee by UMUC after three months as a temporary employee assigned to UMUC.

**2.3.7.** It is desirable that the UMUC HR administrator can log into a secure agency website to retrieve information, reports, billing rates, candidate availability, etc.

***SECTION III***  
***PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS***

**SECTION III  
PROPOSAL REQUIREMENTS**

**ARTICLE 1  
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.

**1.2. Technical Proposal Criteria.** Clear, concise, yet detailed responses to the technical criteria below are to be provided in the technical proposal. As well, the Bid/Proposal Affidavit and Acknowledgment 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 2.9 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 its project team will have:

- A complete resume of the Account Manager.
- Company Profile
- Type of professional staff that has been placed on other engagements.
- Recruitment methods used and bench strength.
- Proficiency in direct hire placements.
- Background information on the other professional staff.
- Experience in providing clients qualified and professional temporary and direct hire personnel.
- The firm must demonstrate the added-value the firm brings to UMUC as well as an ongoing strategic partnership.

The purpose of this response is to display full comprehension of the services to be provided and **how** such services will be provided to the University.

**2.1. Executive Overview.** The proposal must begin with an Executive Overview. This summary is for introductory purposes and will not be part of the evaluation process.

The following items 2.2 through 2.9 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 or a portion of the scope of work specifically for UMUC.

**2.2. Qualifications of Account Manager.** Provide the name and qualifications (education, employment history, client relationship history with the Proposing Firm and any other applicable employers) of the **Account Manager (primary point of contact for UMUC clients)** to be assigned to UMUC. A complete resume, including three (3) client (not employment) references where the person was in the role of Contract Administrator for a staffing contract, preferably within the past three years, is to be provided. (See note below regarding references.)

**2.2.1. Account Manager References:** For each of the three contracts provided in 2.2. above; a client contact including name, title, role on the contract, phone number (including area code and extension numbers) and e-mail address is to be provided. Proposers are to provide this information as part of the Technical Proposal; however, UMUC will check references only of the clients of the Account Manager of the shortlisted Proposing Firms. UMUC 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.

It is imperative that the contact names and phone numbers given for the contracts/clients listed are accurate. References will be held in the strictest of confidence by UMUC. The contact person should be capable of speaking to the person's capability in performing the services required and in the role of Account Manager.

**2.3. Company Profile.** The Proposer is to provide a narrative regarding the Company Profile, to include the following elements:

- An organization chart of the company showing parent company and any affiliates as well as where branch that will be servicing UMUC is found on the organization chart.
- Address of firm's headquarters, nearest offices, and branch offices.
- Address of the branch office(s) that will be serving UMUC.
- Size of the company as measured by facility and staff resources available.
- A brief history of the firm including how long firm has been in business.
- Total number of permanent employees in the firm and also by branch that is serving UMUC.
- All services company provides.
- Annual Sales Volume for the branch office which will service the University on a per year basis for the last three (3) years [2008, 2009, and 2010].
- Financial Attestation: Firms shall provide a statement or attestation of its financial condition to confirm that it has adequate financial resources to support its Technical Proposal response. Such statement and/or attestation may include: a) financial statements (unaudited) for the past three (3) years; b) audited financial statements for the past three (3) years; c) prospectus of publicly traded firms; d) letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement); or e) any other documentation that firm feels adequately attests to its financial resource viability. It is acceptable that such documentation be provided solely in the original copy of the Technical Proposal.

**NOTE:** To ensure that the Contractor has sufficient financial resources to support the contract, prior to the award of the contract(s), UMUC may, at its sole discretion, request that the Contractor shall submit complete audited financial statements for the most recent fiscal years showing the true condition of the Proposer's assets, liabilities and net worth. If requested, the financial statements must include a balance sheet and income statement. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof.

**2.4 Types of Professional Staff Placed on Other Engagements.** Provide explanation and examples of staff, both temporary and direct hire that have been placed on other similar engagements with other clients. Include such items as type of position, length of assignment, number of months worked prior to conversion to employment status, and number of these hires that have been released.

**2.5. Recruitment Methods Used and Bench Strength.** Provide insight into how personnel are recruited and requests for clients completed. In addition, offer an indication of types, quantities and age of resumes on hand by job category and location.

**2.6. Proficiency in Direct Hire Placements.** Provide details of direct hire placements by job title and location of applicants placed in the last year.

**2.7. Background Information on Proposer's Professional Staff that Will Service UMUC.** Indicate other key personnel that will be assigned to UMUC and his/her role on the contract.

Provide a brief summary/profile of each of these professional staff members' qualifications. Include such things as education, employment history, client relationships with the Proposing firm and any other applicable experience. For any positions on the Proposer's team that will service UMUC who are to be hired or promoted from within, provide a job description.

**2.8. Firm References.** Provide three (3) client contacts including name, title, role on the contract, phone number (including area code and extension numbers) and e-mail address. Proposers are to provide this information as part of the Technical Proposal; however, UMUC will check references only of the clients of the shortlisted Proposing Firms. UMUC 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.

It is imperative that the contact names and phone numbers given for the contracts/clients listed are accurate. References will be held in the strictest of confidence by the University. The contact person should be capable of speaking to a firm's capability in performing the services required. References will be held in the strictest of confidence.

**2.9. Special/Unique Qualifications.** Provide a narrative to elaborate on the special/unique qualifications and/or experiences of the Proposer and/or any member of its team, which make it uniquely capable to provide temporary-to-hire professional staff services to UMUC. Special firm and/or individual expertise is to be included.

**3. Proposal Affidavit:** State and USM 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 B**.

**4. Insurance:** Provide a copy of a Certificate of Insurance verifying your firm's coverage for Professional Liability, Commercial General Liability, Worker's Compensation, and Professional Liability.

**5. Acknowledgment 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.

**6. Submittal:** Proposers must submit the required number of copies of his/her proposal by the closing time and date specified in Section I of the RFP. Late submittals cannot be accepted.

END OF SECTION III, ARTICLE 1

## SECTION III

### PROPOSALS, EVALUATION, AND FORMS

#### ARTICLE 2 INTERVIEW/DISCUSSION SESSIONS (OPTIONAL)

**1. Interview/Discussion Sessions (“Discussion Session”):** Only those Proposers who are shortlisted based on the initial technical evaluation will be requested to attend a Discussion Session at the University located in Adelphi, MD.

The date and time of the Discussion Sessions will be set by the University upon completion of the initial technical evaluation; however, this session is anticipated to be held on **October 19<sup>th</sup>**. Proposers are advised to set this date aside in its entirety accordingly on the appropriate people’s calendars to avoid any conflicts. The actual time on this date will be verified with the applicable proposers at the time it is requested.

The purposes of the Interview/Discussion Session are as follows:

- (i) to allow the University to **meet the Proposer’s Account Manager** and for the Account Manger to convey his/her experience and expertise in delivery of the proposed services; and,
- (ii) to **provide an opportunity to clarify the scope of services** for this contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

The Interview/Discussion Session forum will be informal, as the University is **not** interested in a marketing presentation; rather, we are requesting an interactive discussion with the shortlisted proposing firms. Ample time is to be available for the University and the Proposing Firm to ask questions and discuss issues/concerns related to the product, the scope of the services, and the firm’s capabilities/qualifications. We anticipate that each session will be approximately 60 minutes in length.

**SECTION III  
PROPOSAL REQUIREMENTS**

**ARTICLE 3  
PRICE PROPOSAL REQUIREMENTS**

**Price Proposals** will only be opened from those Proposers whose technical proposals are shortlisted following the completion of the technical evaluation. The Price Proposal must be submitted in a sealed envelope. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL".

It is the intent of the University that the Price Proposal will consist of quoting all inclusive hourly rates by temporary personnel job classifications, conversion and direct hire placement rates.

These quoted hourly rates must be good for through June 30, 2012. The University will consider adjustments on labor rates only based upon federal minimum wage, Maryland Living Wage increases and increases in the Consumer Price Index (CPI), as published by the Bureau of Labor Standards in February of the appropriate year, (i.e. for July 1, 2012 renewal the University will look at the CPI published for February 2011, and so on). Requested increases above a 5% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit a request in writing to the UMUC Procurement Office sixty (60) days prior to the end of the initial term. The statement must specify any change in the hourly labor rate wage to be paid to employees during the renewal term. The University will not consider late requests for adjustments to the hourly rate. As well, increases are not cumulative for prior years; for example, if the successful contractor does not request an increase for the first renewal year and then requests an increase for the second renewal year, the Contractor cannot include a cumulative amount which includes the first renewal year.

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

**2.1. Reimbursables.** See 2.1.10, Section II for further information.

**END OF SECTION III, ARTICLE 3**

**END OF SECTION III**

***SECTION IV***  
***EVALUATION AND SELECTION PROCESS***

## **SECTION IV EVALUATION AND SELECTION PROCESS**

**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 requirements of this RFP. Failure to comply with any requirement will normally disqualify a Contractor's proposal. The University reserves the right to waive a 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 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 Temp-to-Hire and Direct Hire Recruitment 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 in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and then, at the conclusion of the technical evaluation, ranking the final shortlist of proposals 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 on each major criteria. Factors are listed in order of importance.

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

- Qualifications of the Account Manager/References.
- Company Profile.
- Type of professional staff that has been placed on other engagements.
- Recruitment methods used and bench strength.
- Proficiency in direct hire placements.
- Background information on professional staff.
- Firm References.
- Experience in providing clients qualified and professional temporary and direct hire personnel.
- Special and Unique 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. It is anticipated that 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. Only shortlisted firms will advance in the procurement process.

If deemed in the University's best interest and at its sole discretion, additional technical phases may be conducted until such time that a final shortlist is established. No such additional technical phases are guaranteed to be conducted, so a Proposing Firm should not rely on the ability to modify, supplement, clarify, cure, or change its technical proposal in any way after any established due date and time.

**2.2.3 Final Technical Evaluation:** Prior to the opening of Price Proposals, the University will establish a ranking of technical proposals of the final shortlisted firms from highest to lowest.

**2.3 Price Proposal Phase:** Only those firms whose technical proposals remain susceptible of the award and are therefore in the final short list following the technical evaluation will have their Price Proposals opened. Price Proposals will not be opened publicly.

It is the intent of the University that the Price Proposal will consist of quoting all inclusive hourly rates for the most frequently requested temporary personnel positions, conversion and direct hire placement rates.

**2.3.1 Price Evaluation** Price Proposals will be evaluated, at a minimum, based on sample temporary personnel assignments, conversion and placement rates.

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 price 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(s) to the responsible Offeror(s) whose proposals are 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.

Awards may be made to the proposals 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**  
**SOLICITATION TERMS AND CONDITIONS**

## **SECTION V SOLICITATION TERMS AND CONDITIONS**

**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 <http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>.

**5.11 Confidentiality.** Proposers 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.

**5.12 Interview /Discussion Sessions.** Contractors who submit proposals may 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 3, Article 2, for further information.).

**5.13 Evaluation of Offers.** See Section IV

**5.14 Not Used**

**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.** Proposers may not submit more than one proposal.

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

#### **5.16 Not Used**

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

**5.20 Public Information Act.** Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement,). Failure to comply may result in rejection of your proposal.

**5.21 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.

**5.22 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.

**5.23 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.

**5.24 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).

**5.25 Debriefing of Unsuccessful Offerors.** Unsuccessful Proposers 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.

**5.26 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 advice 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](http://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 advice 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.

**5.27 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

*APPENDICES*  
*FORMS AND ATTACHMENTS*

*APPENDIX A*

*Acknowledgement of Receipt of Addenda*

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

RFP NO.: \_\_\_\_\_

TECHNICAL PROPOSAL DUE DATE: \_\_\_\_\_ AT x:xx AM/P.M.

RFP FOR: \_\_\_\_\_

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

*APPENDIX B*

*Bid/Proposal Affidavit*

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. 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):

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**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 (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**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).

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**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):

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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 covenants 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)

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(If not applicable, so state.)

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

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

M. ACKNOWLEDGMENT

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

Company Name: \_\_\_\_\_

FEIN No: \_\_\_\_\_

*APPENDIX C*

*Price Proposal Form*

## PRICE PROPOSAL FORMS

**PROPOSER'S NAME** \_\_\_\_\_

<b>POSITIONS:</b>	<b>Hourly Rates:</b>	<b>Long term rate if assignment extended past 3 months:</b>
Program Manager		
Project Manager		
Senior Computer Software/Integration Analyst		
Database Manager		
Quality Assurance Specialist		
Systems Administrator		
Senior Systems Engineer		
Computer Security Systems Specialist		
Senior Information Technology Architect		
Senior IT Auditor		
Network Security Engineer		
Telecommunications Systems Analyst		
HRIS Data Analyst		
Recruiter		
Field Representative		
Budget Analyst		
Content Manager		
<b>OTHER POSITIONS</b>		

Daily Minimum Hours \_\_\_\_\_

### **DIRECT HIRE**

**Direct Hire Fee:**

\_\_\_\_\_ % of salary

**Guarantee after Placement:**

\_\_\_\_\_ days

Will replace candidate at no cost or refund hire fee

**Candidate ownership:**

Explain candidate ownership policy

## CONVERSION OF TEMPORARY TO DIRECT HIRE POSITION

**Conversion Fees:**

Your response must clearly indicate conversion fees from a temporary position to a UMUC hire

# of hours worked	Fee

No Fee if temp is hired by UMUC after they have worked more than: \_\_\_\_\_ hours

All rates will remain firm for the first contract year through June 30, 2012

By signing below Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as UMUC cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by UMUC may not be withdrawn by the vendor.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip  
( )

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
FEI Number

## ***APPENDIX D***

### ***Contract Forms***

- Professional Services Agreement
- Contract Affidavit

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE  
**CONTRACT # \_\_\_\_\_**

**PROFESSIONAL SERVICES**  
**\_\_\_\_\_, 2010**

**CONTRACTOR:** \_\_\_\_\_  
Federal Employer ID: \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Fax: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

UMUC Ordering Office:  
Project Coordinator:  
Coordinator Phone:  
Coordinator Fax:  
Coordinator Email:

UMUC Procurement Officer  
(i.e. Contract Manager):  
Phone Number:  
E-mail address:

**THIS CONTRACT** ("Contract") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, with offices at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

## RECITALS

The University issued solicitation documents (Reference \_\_\_\_\_) \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, 200\_, as amended from time to time (the "RFP"), to solicit a provider of \_\_\_\_\_ services. Contractor submitted a technical proposal dated \_\_\_\_\_ 2007 and price proposal dated \_\_\_\_\_, 2009, and accepted by the University ("collectively Proposal") in response to the RFP, 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 # \_\_\_\_\_ and all amendments 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 \_\_\_\_\_, 200\_ through \_\_\_\_\_, 200\_ unless otherwise extended, expired or terminated pursuant to this Contract. There are \_\_\_\_ 12-month renewal options at UMUC's sole option.

### 2. PROFESSIONAL SERVICES

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

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

- 2.3 The UMUC Office of \_\_\_\_\_ 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, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information.

- 7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.
- 7.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.
- 7.4. Contractor acknowledges and understands that UMUC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), the Gramm Leach Bliley Act (“GLBA”), or the Maryland Public Information Act (“PIA”), including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively the “Privacy Laws”). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMUC’s employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMUC would be obligated if the Confidential Information was in the possession or control of UMUC. The Contractor further agrees that it is subject to the requirements governing the use and redisclosure of personally identifiable information from education records as provided in FERPA. For the purpose of this Contract, Contractor shall follow and be bound by the interpretation and application that the University gives to the Privacy Laws. If Contractor complies with the University’s interpretation and application of the Privacy Laws, then the University shall have no cause of action against Contractor under this Contract if Contractor’s actions concerning the Confidential Information are found to be in violation of the Privacy Laws.
- 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:

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

For the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 10.10 Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.
- 10.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.
- 10.12 Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
- 10.13 Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 10.14 Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
- 10.15 Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- 10.16 Political Contribution Disclosure. Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12 month period of time involving cumulative consideration in the aggregate of \$100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.

- 10.17 Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.
- 10.18 Ethics. This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMUC employee in connection with this procurement.
- 10.19 Compliance with Laws. The Contractor hereby represents and warrants that:
- 10.19.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 10.19.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 10.19.3 It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 10.19.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- 10.20 Indemnification. UMUC shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
- 10.21 Multi-Year Contracts Contingent Upon Appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
- The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
- 10.22 Pre-Existing Regulations. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

## 10.23 Insurance

10.23.1 The 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 \$2,000,000 general aggregate

Workmen's compensation per statutory requirements

Fiduciary Bonding of Workers with access to credit card information

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

Insurance limits may be achieved through a combination of primary, excess and umbrella policies.

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.

## 11. Living Wage

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

- 11.2 The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (A) has a State contract for services valued at less than \$100,000, or
    - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (A) performs work on a State contract for services valued at less than \$100,000,
    - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (A) services with a Public Service Company;
    - (B) services with a nonprofit organization;
    - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (D) services between a Unit and a County or Baltimore City.
- 11.3. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- 11.4. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- 11.5. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- 11.6. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- 11.7. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate

below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.

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

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

UNIVERSITY OF MARYLAND  
UNIVERSITY COLLEGE

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**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 \_\_\_\_\_, 2008, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

***APPENDIX D***

***ELECTRONIC FUND TRANSFER SCHEDULE***

***EFT SCHEDULE***

**EFT SCHEDULE**  
**Payments to Contractors by Electronic Funds Transfer (EFT)**

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

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

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is:

<http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp>

***APPENDIX F***  
***LIVING WAGE REQUIREMENTS***

## 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.

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.

The contract resulting from this solicitation has been determined to be a Tier 1 contract.

**Affidavit of Agreement  
Maryland Living Wage Requirements-Service Contracts**

Contract No. \_\_\_\_\_  
Name of Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

**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