



# UNIVERSITY OF MARYLAND GLOBAL CAMPUS

## UNIVERSITY OF MARYLAND GLOBAL CAMPUS

### REQUEST FOR PROPOSAL #91846

### Professional Staff Augmentation for Creative and Marketing Services

**ISSUE DATE: JANUARY 13, 2021**

SIGNIFICANT MILESTONES:	TIME:	DATE:
Last Day for Questions	2:00 PM EST	01/22/2021
Technical Proposal Due Date	2:00 PM EST	02/03/2021
Price Proposal Due Date	2:00 PM EST	02/03/2021
Oral Presentation/Discussion Date	Discussions are not anticipated at this time	

**NOTICE:** Prospective Offerors 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 to ensure that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Offeror who fails to provide 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 GLOBAL CAMPUS  
Administration Building  
Procurement Suite 4100  
3501 University Boulevard East  
Adelphi, Maryland 20783

[www.umgc.edu](http://www.umgc.edu)

## **SOLICITATION SCHEDULE**

### **RFP # 91846 Professional Staff Augmentation For Creative and Marketing Services**

<b>Issue Date:</b>	<b>January 13, 2021</b>
<b>Last Day for Questions:</b>	<b>January 22, 2021 2:00 PM EST</b>
<b>Technical Proposal Due Date:</b>	<b>February 3, 2021 2:00 PM EST</b>
<b>Price Proposal Due Date:</b> To be submitted separately from Technical Proposal	<b>February 3, 2021 2:00 PM EST</b>
<b>Contractor(s) Selection anticipated to be Finalized:</b>	<b>February 17, 2021</b>
<b>Agreements executed by Selected Contractor(s):</b>	<b>March 8, 2021</b>
<b>Contract Commencement:</b>	<b>March 15, 2021</b>

**PROFESSIONAL STAFF AUGMENTATION FOR  
CREATIVE AND MARKETING SERVICES  
UNIVERSITY OF MARYLAND GLOBAL CAMPUS**

**RFP # 91846**

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## SECTION I. GENERAL INFORMATION

### 1. Summary.

**1.1 Solicitation:** The intent of this Request for Proposals (“RFP” or “Solicitation”) is to provide staffing agencies an opportunity to present their qualifications, experience, and conceptual approach to providing professional staffing services for the University of Maryland Global Campus (UMGC) Office of Marketing and Communications. Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal (“Proposal” or “Offer”) from an Offeror of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail.

**1.2 Procurement Regulations:** This RFP shall be conducted in accordance with USM Procurement Policies and Procedures (“USMPPP”). 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>. The RFP document and all Addenda are posted on UMGC’s Bid Board at <http://www.umgc.edu/business-partners/procurement.cfm>.

**1.3 Background:** UMGC specializes in high-quality academic programs that are convenient for busy professionals. Our programs are specifically tailored to fit into the demanding lives of those who wish to pursue a respected degree that can advance them personally and grow their careers. UMGC has earned a worldwide reputation for excellence as a comprehensive virtual university and, through a combination of classroom and distance-learning formats, provides educational opportunities to more than 80,000 students. The University is proud to offer highly acclaimed faculty and world-class student services to educate students online, throughout Maryland, across the United States, and in more than 20 countries and territories around the world. UMGC serves its students through undergraduate and graduate programs, noncredit leadership development, and customized programs. For more information regarding UMGC and its programs, visit [www.umgc.edu](http://www.umgc.edu).

### 2. Issuing Office.

#### 2.1 Issuing Office:

University of Maryland Global Campus  
Office of Procurement Services, Room 4100  
3501 University Blvd. East  
Adelphi, MD 20783

Attn: Lauren Jaber  
Senior Buyer, IT Procurement  
301-985-7415  
[Lauren.jaber@umgc.edu](mailto:Lauren.jaber@umgc.edu)

And

Eric Pfister  
Assistant Director, IT Procurement  
301-985-7095  
Eric.pfister@umgc.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 must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to Lauren Jaber at [lauren.jaber@umgc.edu](mailto:lauren.jaber@umgc.edu) and Eric Pfister at [eric.pfister@umgc.edu](mailto:eric.pfister@umgc.edu). Inquiries will receive a written reply in the form of an Amendment and will be sent to all other Offerors, but without identification of the Inquirer. All such questions and inquiries must be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.

4. **Pre-Proposal Conference.**

A Pre-Proposal Conference will not be held.

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

5.1. The Technical and Price Proposal are to be provided to the Issuing Office in accordance with the Solicitation Schedule. **Technical and Price Proposals shall be submitted separately via email as an attachment to the UMGC Box addresses provided below no later than the date and time indicated in the Solicitation Schedule.** File names for the documents are to include the RFP number and the Proposer's name. Note: Proposers are not to put written content in the body of the email, as it cannot be viewed by UMGC. **PLEASE NOTE: The cumulative size of the message body and attachments (including signature) cannot exceed 50 MB. If any attachments containing creative examples exceed the Box document limitation, proposers must notify the Issuing Office prior to the due date and time**

Proposers shall allow sufficient time in submitting responses to the Solicitation to ensure timely receipt by the Issuing Office via the Box site. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

<b>Box address for Technical Proposal Submission:</b>
<a href="mailto:TECHNIC.808aoagxmrcnt16@u.box.com">TECHNIC.808aoagxmrcnt16@u.box.com</a>

<b>Box address for Price Proposal Submission:</b>
<a href="mailto:PRICE_P.llg361pu1u3kdw24@u.box.com">PRICE_P.llg361pu1u3kdw24@u.box.com</a>

**5.2. Late Proposal submissions will not be accepted.** Proposals are to be submitted in accordance with Paragraphs 5.1 above.

**5.3** Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.

**5.4.** The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by UMGC to be an Offer.

**6. Acceptance of Terms and Conditions.**

By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in the Contract included in this RFP. (See Appendix C). The RFP including all addenda in total shall be incorporated into the Contract by reference. A Proposal that takes exception to these terms may be rejected.

**7. Contractual Agreement and Term.**

It is intended that multiple, non-exclusive contract(s) will result from this Solicitation. Any Contract(s) arising from this RFP action shall commence on the date the Contract is executed on behalf of UMGC, or such other date as UMGC and the Contractor shall agree. The initial term of the Contract is anticipated to start on or around March 15, 2021, and continue through March 14, 2023. There will be three (3) one-year renewal options at the sole discretion of UMGC. *The aggregate maximum fee for all contracts resulting from this Solicitation shall not exceed \$1,000,000.*

**8. Confidentiality of UMGC's and Offeror's Information.**

Refer to Appendix S for the Terms of Confidentiality of UMGC's and Offeror's information.

**9. Post-Award Confidentiality.**

Refer to Appendix C for the Confidentiality Obligations of Awardees and UMGC.

## SECTION II. SCOPE OF WORK

### 1. Purpose/Description.

1.1 UMGC is seeking multiple staffing firms to provide Creative and Marketing professional staffing services on an “as needed” basis at its Adelphi, Maryland and Largo, Maryland locations or remotely for the following departments:

- a) Strategic Enrollment Management
- b) Brand Marketing Communications
- c) Digital User Experience
- d) Marketing and Web Production
- e) Communications
- f) Advertising
- g) Marketing

1.2 Additional departments and positions at other UMGC locations in the DC, MD and VA area or remotely may be added, as needed. The length of assignments will vary and UMGC makes no guarantee as to the amount of work contracted with or to any Contractor.

1.3 Sample positions. The list below includes, but is not limited to, examples of positions which Contractors would be expected to provide:

1. Project Manager
2. Senior Marketing Writer and Editor
3. Marketing Coordinator
4. UX Designer
5. Senior Graphic Designer
6. Print production manager
7. Marketing Communications Manager
8. Marketing and Digital Content Writer
9. Video Producer
10. Video Editor
11. Video Producer/Writer

### 2. Scope of Work.

2.1 **Staffing Requests:** As needed, UMGC Procurement will issue staffing requests, in no particular order, to any of the awarded firms. UMGC has the right to make staffing requests to any one or more of the firms of its choosing. The request will include the position title and description, required education and experience, confidential information to which personnel would have access, start date, approximate end date, work hours, and location of assignment. The Contractor shall respond with a confirmation of receipt of the UMGC staffing request. Candidate resumes shall be provided within two (2) business days, unless otherwise agreed upon. UMGC will make an attempt to provide the Contractor with

sufficient time for a response. However, the nature of its business is such that staffing demands can change rapidly. On occasion, the Contractor may be asked to respond within 24 hours.

- 2.2 Responding to Staffing Requests:** Each Contractor's response to a UMGC staffing request shall include candidate name(s), resumes, hourly rate, and hourly market rate justification. At least two (2) candidates per staffing request are preferred. Candidates shall possess the required minimum qualifications as outlined in UMGC's staffing request(s). UMGC reserves the right to interview the candidates by phone or in person, at its sole discretion. UMGC reserves the right to negotiate rates with the Contractor. UMGC may request further candidates, if necessary.
- 2.3 Hours of Work:** The UMGC Hiring Manager will determine the working hours for each position. The Contractor will be compensated for the actual hours during which services are performed, excluding lunch, not to exceed eight (8) hours per day. *Under no circumstances will overtime (above 40 hours per week) be compensated unless prior written approval is provided by the UMGC Hiring Manager.* UMGC does not reimburse for parking at UMGC locations. Services will generally not be required during UMGC holidays, or when UMGC is closed for inclement weather. UMGC may anticipate the need for personnel to work remotely.
- 2.4 Conduct:** It is expected that personnel supplied by the Contractor will dress appropriately for the position and act in a professional and courteous manner at all times. Some personnel may be assigned to positions where confidential student or financial information is available and may be asked to sign confidentiality agreements and/or non-disclosure agreements.
- 2.5 Compensation:** The Contractor shall be responsible for any compensation due to its personnel in accordance with the requirements of the Fair Labor Standards Act. The temporary personnel shall remain the employees of the staffing agency and shall not be considered employees of UMGC.
- 2.6 Taxes and Compliance:** The Contractor 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 Contractor fails to comply with all applicable labor laws, legally required tax withholding, wage and hour laws and employment discrimination laws, and any claim based upon such non-compliance is pursued against UMGC, the Contractor shall indemnify and hold harmless UMGC for any and all costs and liabilities incurred, including reasonable attorney's fees. In the event the Contractor or its employees are determined by a governmental body to be employees of UMGC, the staffing agency shall indemnify and hold harmless UMGC for any and all costs and liabilities incurred, including reasonable attorney's fees.
- 2.7 Background and Reference Checks:** The Contractor shall perform mandatory background and reference checks on all UMGC candidates. The required background checks shall include, at a minimum, the following:



- Social Security Number verification,
- Criminal background check,
- Date of birth verification,
- Employment verification,
- Education verification

The Contractor shall be financially responsible for the background checks on all candidates. There will be no billing or charge to UMGC for Contractor fees associated with background checks. The Technical Proposal shall confirm acknowledgement of the mandatory checks, outline the background check process, the length of time needed to complete the process, and how long the background check is valid. Refer to Appendix A.3

- 2.8 Additional Positions:** The eleven (11) positions described in Section 1.3 are a sampling of the types of positions that may be needed. Additional positions may be requested as needed during the term of the Contract. Contractor shall include hourly market rate justification for all proposed candidates in response to a UMGC staffing request.
- 2.9 Hourly Rate and Rate Escalation:** Hourly rates shall be fully loaded and shall be capped for the first year of the Contract. UMGC reserves the right to negotiate rates at any time. There are no reimbursables, including travel and parking. On rare occasions, and only with prior approval from the UMGC Hiring Manager, there may be a need for personnel to attend a specialized training event. In this case, and at the sole discretion of UMGC, either the training cost or the time worked will be reimbursed, but not both.
- 2.10 Replacements:** Upon notice by UMGC, the Contractor shall furnish replacements for any personnel deemed unacceptable by UMGC. A replacement will be requested if assigned personnel do not perform the tasks as requested, has poor attendance, or has engaged in misconduct. Examples of misconduct include, but are not limited to, verbal or physical altercations, improper use of UMGC computers or networks, excessive use of phone or computers for personal business, theft or misuse of UMGC or other's property, or the disclosure of any confidential information.
- 2.11 Long Term Personnel Discount:** UMGC reserves the right to negotiate discounted rates for long term placements on a case by case basis.
- 2.12 Conversion:** If UMGC hires an individual who has worked on a temporary basis, payments to the Contractor shall cease on the start date of UMGC employment. UMGC shall not be responsible for any additional charges beyond the hourly rate for the time worked. Conversion rates shall be based on the length of the temporary assignment. It is preferred that temporary personnel that are converted to a UMGC hire shall be on probation for a period of at least 90 days after conversion. If at any time during the probationary period UMGC determines that the placement is unacceptable, or the employee leaves the employment of UMGC for any reason, the fee shall be refunded on a

pro-rated basis. Conversion rates shall be outlined in the Pricing Form. Refer to Appendix B.2

**2.13 Direct Hire Recruitment:** It is preferred that permanent placements are warranted for at least 90 days. If at any time during the warranted period UMGC determines the placement unacceptable, or the employee leaves the employment of UMGC for any reason, the fee will be refunded on a pro-rated basis. Direct hire recruitment rates shall be outlined in the Pricing Proposal. Refer to Appendix B.2

**2.14 Procurement Card Payments:** Smaller assignments may be paid by UMGC's Procurement (credit) card (P-Card). UMGC shall not be charged for any additional bank fees incurred by the Contractor. UMGC is currently banking with U.S. Bank.

**2.15 Failure to Deliver:** In the event a Contractor fails to deliver the services in accordance with the Contract, UMGC shall have the right to terminate the Contract and secure the services elsewhere and deduct costs incurred as a result of such failure to deliver. If the Contractor fails to perform any combination of, but not limited to, the following, the Contract may be terminated without penalty immediately:

- Provide personnel that meet position qualifications;
- Provide personnel within the response time;
- Replace unqualified personnel with qualified personnel in accordance with position specifications

**2.2 Contractor's Account Manager.** The Account Manager is a key player and is responsible for the overall success and establishing a relationship with UMGC. The Account Manager shall familiarize him/herself with UMGC's culture and environment to ensure appropriate placements. The Account Manager may be required to meet with the Procurement Officer, and/or the UMGC Hiring Manager. The Account Manager shall provide quarterly (or otherwise agreed upon interval) usage reports and assist in resolving billing inquiries.

## SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

### ARTICLE 1. TECHNICAL PROPOSAL REQUIREMENTS

#### 1. General Requirements.

**1.1 Transmittal Letter:** A one page transmittal letter prepared on the Offeror's business stationery must accompany the Technical Proposal. The letter shall be an executive summary that clearly and concisely summarizes the content of the Technical Proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal. (See 1.2 below.) Include the Offeror's official business address and state in which it is incorporated or organized (if Offeror is not an individual). *An appropriate contact name, title, phone number, and email address should also be provided for UMGC's use during the procurement process.* **Do not include price information in the transmittal letter.**

**1.2 Signing of Forms:** A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal 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 a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

#### 2. Initial Technical Criteria.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Offerors must paginate the Technical Proposal.

The following information shall be furnished in the Technical Proposal per this solicitation, as more fully described below in items 2.1 through 2.10. Failure to include **any** of the items listed below may disqualify your firm's response. Offerors are requested to compile their Proposals in the same order. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the Scope of Work specifically for UMGC.

**2.1 Approach:** Describe how your firm will service the UMGC account. The description shall include detailed information on the process by which your agency provides creative staffing placements from initial request to final invoicing. Provide two (2) examples of anonymized candidate resumes and digital portfolios for the UX Designer and Senior Graphic Designer outlined in Section 1.3 Sample Positions. See Appendix A.6 – 91846 for Job Descriptions. **Do not include hourly rates in the Technical Proposal.**

**2.1.1 Types of Professional Staff Placed.** Provide examples of creative personnel that have been placed with other local clients. Include type of position and length of assignment.

**2.1.2 Recruitment Methods Used and Bench Strength.** Describe how personnel are recruited and requests for staffing positions are fulfilled. Provide types and number of placements and the average length of time resumes have been maintained on file.

**2.1.3 Use of Sub-Contractors for Recruitment.** If applicable, describe how sub-contractors or partners are used in recruiting efforts. Describe how rates are determined when using sub-contractors. Provide a list of firms, if any, that are used.

**2.2 Staffing Organization and Proposed Key Personnel Qualifications:**

- a) Provide an Organizational Chart of your company.
- b) Provide the name and resume of the proposed Account Manager and Recruiter (if applicable) to be assigned to UMGC. It is preferred that the proposed Account Manager have at least three (3) years of experience as an Account Manager for creative professional staffing and be located in the metropolitan Washington, DC area. By submitting the name of the Account Manager, the Offeror is committing the individual to UMGC for the contract period.
- c) Provide three (3) recent local clients managed by the proposed Account Manager. Responses shall include date of latest engagement, client's contact name, address, phone number and position title.
- d) Indicate other key personnel that will be assigned to UMGC and his/her role on the Contract.
- e) Provide a brief summary of each of these professional staff members' qualifications. Include education, employment history, and all relevant experience. No personnel change will be permitted without prior notification to UMGC.

**2.3 Firm Experience and References:** See Appendix A.5

- a) Provide at least three (3) current clients of the proposing firm. Local to Maryland, DC, Virginia, Universities, colleges, or other clients similar to UMGC are preferred.
- b) Offerors are to provide this information as part of the Technical Proposal. However, UMGC will check references only of the clients of the shortlisted Proposing Firms. UMGC reserves the right to verify all information given as well as to check any other sources available, including itself, as a reference by the Offeror. Shortlisted vendors may be required to complete UMGC's Third Party Security Survey which will be provided at a later date.

**2.4 Vendor Questionnaire:** See Appendix A.3

Provide details on benefits, background checks, insurance, etc.

**2.5 Firm Profile:** See Appendix A.4

- a) Provide details on company history, number of employees, financial attestation, and annual sales volume for 2015 and 2016. Proposing firms must have a minimum of three (3) years of experience with Creative professional staffing.
- b) 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: financial statements (unaudited) for the past three (3) years; audited financial statements for the past three (3) years; prospectus of publicly traded firms; letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement); or any other documentation that the firm feels adequately attests to its financial resource viability. Such documentation is to be provided solely with the Technical Proposal.

**2.6 Special/Unique Qualifications:**

Provide a narrative that details the special/unique qualifications and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable to provide professional creative staffing services to UMGC. Special firm and/or individual expertise is to be included.

**2.7 Proposal Affidavit:** See Appendix A.2

Complete and sign the Proposal Affidavit.

**2.8 Insurance:**

Provide a copy of a Certificate of Insurance verifying your firm's Coverage.

**2.9 Acknowledgement of Receipt of Addenda Form:** See Appendix A.1

If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form must be completed, signed, and included in the Offeror's Technical Proposal.

**2.10 Acknowledgement of Review of Contract:** See Appendix C.1

The UMGC Contract for this Procurement will contain the provisions in Appendix C.1. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C.1 and will execute a contract with these mandatory terms and conditions. A Proposal that takes exceptions to these contract terms may disqualify the Offeror.

**3. Modifications of Technical Proposal.**

Offerors may modify their Technical Proposals by e-mail or facsimile communication at any time prior to the due date and time. Technical Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the University.

**SECTION III**  
**ARTICLE 2. TECHNICAL EVALUATION PROCESS**

**1. Qualifying Proposals.**

**1.1 Procurement Officer Review:** The Procurement Officer shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP (i.e., susceptibility of award). Failure to comply with any mandatory requirement will normally disqualify a Proposal. Offerors providing incomplete and/or inaccurate information may be subject to rejection of their Proposal as not susceptible of being selected for award. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so and when permitted by law.

**1.2 Evaluation and Selection Committee:** All qualifying Proposals will be reviewed by a UMGC Evaluation and Selection Committee (the “Committee”) established by the Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate UMGC staff or request additional assistance or advise from any other source.

**2. Technical Evaluation of Qualifying Proposals.**

**2.1 Initial Technical Evaluation:** Following the Procurement Officer’s qualifying review, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria listed in Article 1, § 2, above. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University’s best interest and when permitted by law. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Technical Proposals represent.

**2.2 Shortlisting:** In accordance with the Evaluation Criteria set forth in Article 1, § 2, a Shortlist shall be developed based on the Initial Technical Evaluation results. All Offerors will be notified of the results as they pertain to their respective Technical Proposal. Only those Offerors shortlisted will have their Financial Proposals opened. The Financial Proposals of Offerors not shortlisted will be returned unopened.

**3. Oral Presentations/Discussion Sessions.**

**3.1 Purpose:** *(Discussion Sessions are not anticipated at this time.)*

Based on the Evaluation Committee’s Initial Technical Evaluations, the University may invite, without cost to itself, the shortlisted Offerors to an Oral Presentation/Discussion Session (“Discussion Session”). The purposes of the Discussion Session are as follows:

(i) To allow the University to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed services and,

(ii) To provide an opportunity to clarify the Scope of Services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

**3.2 Format:** The Discussion Session will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. Each shortlisted Offeror will be required to have the Principal in Charge and UMGC's proposed Account Manager.

**SECTION III**  
**ARTICLE 3. PRICE PROPOSALS**

**1. Submission.**

Price Proposals must be received at the Issuing Office by the specified due date and time per the Solicitation Schedule. All Offerors must use the Price Proposal form included in Appendix B. Only the Price Proposals of those Offerors remaining on the final shortlist following the completion of the Technical Evaluation will be opened, which will be done privately. Price Proposals from the Offerors not shortlisted will be returned unopened.

**2. Content.**

The Price Proposal should consist of all pricing as outlined in the Price Proposal Form. The quoted hourly rates shall be in effect for the initial year of the Contract. The University will consider adjustments to labor rates only based upon federal minimum wage increases, increases in Maryland Living Wage, 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 a 7/1/16 renewal the University will look at the CPI published for February 2016, 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 UMGC Procurement Office sixty (60) days prior to the yearly expiration date. The request 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. Increases that are cumulative for prior years will not be considered. For example, if the 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.

**3. Evaluation.**

Price Proposals will be evaluated based on the rates and fees provided. The University may elect to request Best and Final Price Proposals (BAFO's).



**SECTION III**  
**ARTICLE 4. FINAL EVALUATION, RANKING AND SELECTION**

**1. Recommendation of Award or Further Discussions.**

The Committee may recommend an Offeror(s) 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 of Maryland, the Committee may 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.

**2. Final Ranking and Selection.**

**2.1 Process:** Following evaluation of the Technical Proposals and the Price Proposals (and Best and Final Offers, if applicable), 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 Offeror whose Proposal(s) is (are) determined to be the most advantageous and in the best interest of UMGC. The decision of the award(s) of the Contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. All Offerors will be notified of the award(s) selection.

**2.2 Basis for Award:** Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offerors with the higher technical ranking even if their Price Proposal is not the lowest. The Procurement Officer retains the discretion to examine all factors to determine the award of the contracts. The goal is to contract with the Offeror(s) that would best meet the needs of the University as set forth in the RFP.

**3. Debriefing.**

**3.1 Request:** Unsuccessful Offerors may request a debriefing. A request must be submitted in writing to the Procurement Officer within ten (10) days after the date on which Offeror knows, or should have known, that its Proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

**3.2 Discussion:** Debriefings shall be limited to discussion of the Offeror's Proposal only and shall not include a discussion of a competing Offeror's Proposal. The debriefing may include information on areas in which the unsuccessful Offeror'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 summary of the Procurement Officer's rationale for the selection may be given.

## **APPENDIX A**

### **TECHNICAL PROPOSAL FORMS**

NOTE: Refer to Section III, Article 1, for all required contents of the Technical Proposal. Completion of these forms in this Appendix A is NOT the complete contents required.

- A.1 Acknowledgement of Receipt of Addenda Form
- A.2 Bid Proposal/Affidavit
- A.3 Vendor Questionnaire
- A.4 Firm Profile
- A.5 Firm Experience and References
- A.6 Job Descriptions

If an Offeror fails to submit with its Technical Proposal all forms as required by this solicitation, the Procurement Officer may deem the bid non-responsive or may determine that the Offer is not reasonably susceptible of being selected for award. This may be deemed non-curable.

**APPENDIX A.1**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** 91846

**TECHNICAL AND PRICE PROPOSAL DUE DATE:** February 3, 2021 at 2:00 PM EST

**RFP FOR:** Professional Staff Augmentation for Creative and Marketing Services

**NAME OF OFFEROR:** \_\_\_\_\_

**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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## APPENDIX A.2

### 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. NOT USED

##### B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (*applicable if an MBE goal is set*)

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

##### B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES (*if applicable to the solicitation*)

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)–(5) of this regulation.

#### C. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the 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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**D. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, 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 Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of 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, Section 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 subsection (1), (2), (3), (4) or (5), above;
  - (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
  - (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 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):
- 
- 

**E. 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, or any of its employees directly involved in 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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**F. 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):
- 
-

**G. 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, leases of real property, or construction.

**H. 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.

**I. 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 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.

**J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT: I am aware of and that the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require 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 under which the person receives in the aggregate \$10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of \$100 to a candidate in any primary or general election.

**K. 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 meaning 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 and 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 K(2)(b), above;

(h) Notify its employees in the statement required by §K(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 five (5) days after a conviction;

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

(j) Within 30 days after receiving notice under §K(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 §K(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree, as set forth in K(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 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.

#### **L. 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.

#### **M. 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.

**N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

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E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

**O. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:  
(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and  
(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

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**P. 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 A.3**

**VENDOR QUESTIONNAIRE**

1. Describe the Health/Dental/Life Insurance provided to temporary personnel and the number of work hours required to qualify.
2. List the approximate number and type of temporary candidates currently available.  
Total candidates \_\_\_\_\_
3. Confirm that you provide basic skills proficiency testing.  Yes  No  
List the basic skills tests that your company uses for proficiency testing applicants prior to assigning them.
4. Do you offer training to temporary personnel?  Yes  No  
If yes, describe the training options available.
5. What benefits do you provide to your temporary personnel?  
 Medical  Dental  Sick Leave  Holiday Pay  Vacation Pay
6. Describe your pre-employment screening procedures.
7. How do you recruit for specialty positions that you do not currently have available?
8. Describe your replacement and credit policy for an unsatisfactory personnel placement.
9. Describe the role of the Account Manager in comparison to the role of the Recruiter.
10. Describe the follow-up, if any, provided by your firm for new assignments.
11. Are there periodic evaluations of temporary personnel performance? If yes, describe.
12. What programs do you have for recruitment and retention of temporary personnel?
13. Explain how your firm ensures that the proposed hourly rates are within fair market value.
14. Describe your policy in place in case of illness.
15. How often are personnel paid? \_\_\_\_\_
16. The minimum time charge for temporary personnel is (if any): \_\_\_\_\_
17. How are billing problems handled? \_\_\_\_\_
18. What are the policies if UMGC should hire your temporary personnel to fill a position?
19. What is your procedure if one of your temporary personnel should be injured on the job?
20. What is your reference check policy and procedure?
21. What is your background check policy and procedure? Can your firm agree to UMGC's mandatory background checks as outlined in the solicitation? \_\_\_\_\_

Note: UMGC requires specific background and reference checks for each placement. Describe what is included in your standard background check, the average length of time for completion,

and the process of notification to UMGC once the check is completed. UMGC shall not be charged for standard background checks.

22. Do you check right to work in the United States status for every individual?

Yes  No

23. Confirm that you provide workmen's compensation and liability insurance for temporary personnel.  Yes  No

24. Provide your time-keeping procedures.

25. Have any contracts been terminated or not renewed within the last three (3) years?

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

Reason for non-renewal or termination: \_\_\_\_\_

26. Provide a detailed description of your specialty areas and types of positions you have placed in the past six (6) months.

27. Describe your experience with placing candidates with specific creative/marketing skills.

28. Provide your annual sales volume for 2015 and 2016 (if available).

29. How often are invoices submitted? Is your firm able to submit invoices on a weekly basis?

**APPENDIX A.4**

**FIRM PROFILE**

1. Company Name: \_\_\_\_\_  
FED ID Number: \_\_\_\_\_ Website Address: \_\_\_\_\_  
Contact name and email for purposes of this solicitation: \_\_\_\_\_
2. Company address and location: \_\_\_\_\_  
The local office serving UMGC: \_\_\_\_\_
3. Number of permanent full-time employees serving the Maryland area \_\_\_\_\_
4. How many years in business under this firm name? \_\_\_\_\_
5. Areas of specialization: \_\_\_\_\_
6. Most frequent position titles/jobs. 6a. \_\_\_\_\_  
6b. \_\_\_\_\_  
6c. \_\_\_\_\_  
6d. \_\_\_\_\_
7. Company Management: Provide names and years with the Company:
  - a. President/Owner: \_\_\_\_\_ #Years with firm: \_\_\_\_\_
  - b. Proposed Account Manager for the UMGC account: \_\_\_\_\_  
#Years with firm: \_\_\_\_\_
  - c. Number of current accounts the Account Manager is responsible for \_\_\_\_\_
  - d. Recruiter who would be assigned to the UMGC account: (if applicable)  
\_\_\_\_\_ #Years with firm: \_\_\_\_\_Provide resumes for Account Manager and Recruiter.
8. Insurance: Provide a Certificate of Insurance with Technical Proposal. Refer to Section 10.23
9. Qualified as Small Business? Refer to Appendix F.  
Small Business Certification Number: \_\_\_\_\_
10. MBE Certification Number: \_\_\_\_\_
11. Provide a statement or attestation of your financial condition.
12. Is your firm eligible to do business in the state of Maryland? Provide the vendor registration number. \_\_\_\_\_
13. Is your firm Payment Card Industry (“PCI”) compliant? \_\_\_\_\_  
Submit a PCI Compliance and Validation Assessment/Report with your technical response.
14. Are subcontractors currently being used to assist in recruiting potential candidates?  
If so, explain the mark-up process and how you determine whether to use a subcontractor on a candidate request.

**APPENDIX A.5**

**FIRM EXPERIENCE and REFERENCES**

Complete this form and provide names of at least three (3) local clients with which you have placed Creative/Marketing personnel in the past year. List any experience with the University System of Maryland, or other Universities/colleges. These may be used for Reference checks. UMGC may contact other references, including itself as part of the evaluation.

**1. Company Name and Address:** \_\_\_\_\_

Contact Name: \_\_\_\_\_ e-mail \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Positions provided (incl. dates): \_\_\_\_\_

Account Manager assigned to this organization: \_\_\_\_\_

**2. Company Name and Address** \_\_\_\_\_

Contact Name: \_\_\_\_\_ e-mail \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Positions provided (incl. dates): \_\_\_\_\_

\_\_\_\_\_

Account Manager assigned to this organization: \_\_\_\_\_

**3. Company Name and Address:** \_\_\_\_\_

Contact Name: \_\_\_\_\_ e-mail \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Positions provided (incl. dates): \_\_\_\_\_

\_\_\_\_\_

Account Manager assigned to this organization: \_\_\_\_\_

**4. Company Name and Address:** \_\_\_\_\_

Contact Name: \_\_\_\_\_ e-mail \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Positions provided (incl. dates): \_\_\_\_\_

Account Manager assigned to this organization: \_\_\_\_\_

**APPENDIX A.6            JOB DESCRIPTIONS**

1. UX Designer
2. Senior Graphic Designer

## **User Experience (UX) Designer – Job Description #1 –**

**\*\*Digital Portfolio required\*\***

University of Maryland Global Campus seeks a User Experience (UX) Designer in the Digital User Experience group. Reporting to the Senior User Experience Designer and Usability Researcher, the UX Designer will be responsible for creating website and application mock-ups, specifications, and design skins. The UX Designer will be expected to work collaboratively with project managers, business analysts, web producers, writers, graphic designers, developers, and QA resources. The UX Designer will also interface with university stakeholders and clients to solicit requirements and understand business needs.

### **SPECIFIC RESPONSIBILITIES INCLUDE:**

- Facilitate business requirement gathering and consolidation
- Design, build, and analyze usability tests, including think-aloud studies, surveys, clickable prototype tests, card sorts, and tree tests using UserZoom
- Generate as-is and to-be flow diagrams using LucidChart
- Develop lo-fi mock-ups for desktop, tablet, and mobile devices using Balsamiq
- Develop interactive prototypes using Axure
- Advocate for user experience and mobile/tablet design interaction best practices
- Balance the needs of the users with the needs of the business to create effective designs
- Manage change control and version control for designs and requirements
- Apply UMGC design and UX standards to all deliverables

### **REQUIRED EDUCATION AND EXPERIENCE:**

- Bachelor's degree in information science, interaction design, graphic design, web development, or a related field from an accredited institution of higher learning
- Minimum of 3 years of experience in UX design
- Experience designing mobile applications and responsive websites
- Experience developing and executing usability tests
- Familiarity with user-centered design and human-computer interaction principles
- Experience using Balsamiq, Axure, UserZoom, LucidChart, or similar tools
- Experience using Adobe Creative Suite
- Ability to work independently
- Strong time management skills

### **PREFERRED EDUCATION AND EXPERIENCE:**

- Knowledge of Section 508 web accessibility compliance regulations
- Experience coding in HTML 5 and CSS 3
- Learning design or higher education industry experience

## **Senior Graphic Designer, Office of Marketing – Job Description #2**

### **\*\*Digital Portfolio required\*\***

The Senior Graphic Designer will be responsible for designing a variety of materials to promote University of Maryland Global Campus including, but not limited to, major publications (schedules, catalogs, and collateral brochures), direct mail, advertising, social media, web pages and banners, posters, invitations, and exhibits.

### **SPECIFIC RESPONSIBILITIES INCLUDE:**

- Conceptualize and design communications as well as presenting concepts to internal clients Manage projects and related paperwork. Communicate the status of projects to production, the art director, and clients
- Work with university staff and printers to create marketing communications that are results-oriented
- Attend press checks and new project kickoff meetings
- Coordinate photography/illustration needs and design priorities with production scheduling
- Perform other job-related duties as assigned
- Be the LEAD on Social Media and review and assign up to 30 memes per month
- Work closely with UMGC freelance designers

### **REQUIRED EDUCATION AND EXPERIENCE:**

- BA/BS/BFA degree in Graphic Design
- Four to seven years of experience in conceptualizing, designing, and producing a wide variety of projects, including marketing collateral, publications, advertising, online communications, and corporate identity
- Have the ability to develop design strategies that convey a strong institutional identity and are effective in recruiting and retaining adult students
- Strong oral and written communication skills
- Excellent organizational skills and strong project management skills
- Flexible team player; detail and deadline oriented; a problem solver; and have the ability to multi-task
- Expert knowledge of Adobe Creative Cloud InDesign, Photoshop, Adobe Illustrator, and Acrobat

### **PREFERRED EDUCATION AND EXPERIENCE:**

- Strong creative skills with a strong typographic sense
- Skilled at designing effective marketing materials
- Experience working in a multicultural environment is a plus

## **APPENDIX B**

### **PRICE PROPOSAL FORMS**

- B.1 Price Proposal
- B.2 Pricing Form – RFP #91846



PROPOSAL NO.: RFP #91846  
PRICE PROPOSAL DUE DATE: February 3, 2021 - No Later than 2:00 PM EST  
PROPOSAL FOR: Professional Staff Augmentation for Creative and Marketing Services  
PROPOSER: \_\_\_\_\_  
Federal Identification Number: \_\_\_\_\_

**PRICE PROPOSAL**

DATE \_\_\_\_\_

Lauren Jaber  
University of Maryland Global Campus  
3501 University Blvd. East, Room 4108  
Adelphi, MD 20783-8002

Dear Mrs. Jaber:

The undersigned hereby submits the Price Proposal as set forth in RFP #91846 dated 1/13/2021, and the following subsequent addenda:

Addendum \_\_\_ dated \_\_\_\_\_  
Addendum \_\_\_ dated \_\_\_\_\_  
Addendum \_\_\_ dated \_\_\_\_\_  
Addendum \_\_\_ dated \_\_\_\_\_

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

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

**A.** Attached to this Price Proposal Form is our firm's hourly billing rates for personnel. We confirm that these hourly billing rates are fully loaded and include all costs and expenses. We understand that there are no reimbursables associated with any resulting Contract. We understand that banking fees associated with credit card payments will not be charged to UMGC.

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

The evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents. We understand that technical weighs greater than financial.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Account Representative(s) and any other Key People named within our Technical Proposal will be assigned to the UMGC Contract for the duration of this Contract. We understand that no changes in these assignments will be allowed without written authorization from UMGC via contract amendment prior to such changes being made.

Enclosure:

Pricing Form – RFP #91846

(Signatures should be placed on following pages)

**APPENDIX B.2 PRICING FORM – RFP# 91846**

<b>Positions:</b>	<b>Hourly Rates:</b>
1. Project Manager	
2. Senior Marketing Writer and Editor	
3. Marketing Coordinator	
4. User Experience (UX) Designer; portfolio required	
5. Senior Graphic Designer; portfolio required	
6. Print Production Manager	
7. Marketing Communication Manager	
8. Marketing and Digital Content Writer	
9. Video Producer	
10.Video Editor	
11. Video Producer/Writer	

**\*\*Pricing Form is not to be combined in Technical Proposal.**

**Direct Hire Fee:**

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

**Guarantee after permanent placement:**

\_\_\_\_\_ days

Will replace candidate at no cost or refund hire fee

**Conversion Fees:**

Temporary position to UMGC hire:

<b>Hours Worked:</b>	<b>Fee:</b>

Agency will not charge a fee if temporary personnel is hired by UMGC and has worked at least \_\_\_\_\_ hours.

Long Term Percentage Discount for assignments 640 hours (approximately four (4) months), or longer: \_\_\_\_\_ %

**Note:**

Banking fees for UMGC credit card payments are not permissible.

No fees will be charged for UMGC required background checks outlined in Section II, 2.1.6

Proposer: \_\_\_\_\_ Signature: \_\_\_\_\_

The Offeror represents, and it is a condition precedent to acceptance of this proposal, that the Offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

**A. INDIVIDUAL PRINCIPAL**

In Presence of Witness: \_\_\_\_\_

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_  
SIGNED \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE: \_\_\_\_\_  
\_\_\_\_\_

---

**B. CO-PARTNERSHIP PRINCIPAL**

\_\_\_\_\_  
(Name of Co - Partnership)  
ADDRESS \_\_\_\_\_

\_\_\_\_\_  
In Presence of Witness:

TELEPHONE NO. \_\_\_\_\_

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

\_\_\_\_\_ as to

BY \_\_\_\_\_  
(Partner)

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

\_\_\_\_\_ as to

BY \_\_\_\_\_  
(Partner)

---

**C. CORPORATION**

\_\_\_\_\_  
(Name of Corporation)  
ADDRESS \_\_\_\_\_

Attest:  
\_\_\_\_\_  
[Printed Name of Corporate (or Assistant Corporate) Secretary]

TELEPHONE NO. \_\_\_\_\_

\_\_\_\_\_  
[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer and Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**APPENDIX C**  
**CONTRACT FORMS**

- C.1 Contract
- C.2 Contract Affidavit

Offeror understands and agrees that the terms and conditions of this Contract may not be waived.

**APPENDIX C.1**

**SAMPLE ONLY – DO NOT COMPLETE**



**UNIVERSITY OF MARYLAND  
GLOBAL CAMPUS**

UNIVERSITY OF MARYLAND GLOBAL CAMPUS  
CONTRACT # \_\_\_\_\_

**PROFESSIONAL SERVICES**

\_\_\_\_\_, 2021

**CONTRACTOR:**

\_\_\_\_\_

Federal Employer ID:

\_\_\_\_-\_\_\_\_\_

Address:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Contact Phone:

\_\_\_\_\_

Contact Fax:

\_\_\_\_\_

Contact Email:

\_\_\_\_\_

UMGC Ordering Office:

Project Coordinator:

Coordinator Phone:

Coordinator Fax:

Coordinator Email:

UMGC Procurement Officer

(i.e., Contract Manager):

Phone Number:

E-mail address:

**THIS CONTRACT** ("Contract") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021 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 Global Campus (UMGC), 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 \_\_\_\_\_, \_\_\_\_\_, 2021, or, absent a solicitation document, requested in writing, as amended from time to time (the "Solicitation"), to solicit a provider of \_\_\_\_\_ services. Contractor submitted a technical proposal dated \_\_\_\_\_ 2021 and price proposal dated \_\_\_\_\_, 201\_, and accepted by the University ("collectively Proposal") in response to the Solicitation, and the University subsequently selected the Contractor as the awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

### 1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.

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

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

- This Contract Form (pages 1 through \_\_\_\_);
- If applicable, The Solicitation # \_\_\_\_\_ and all amendments to the solicitation, or absent a Solicitation, the UMGC request for submittal of a Proposal;
- Contractor's Technical Proposal dated \_\_\_\_\_ as to Sections \_\_\_\_ only and Price Proposal dated \_\_\_\_\_; and,
- Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).

1.3 This Contract shall be in effect from March 15, 2021 through March 14, 2023 unless otherwise extended, expired or terminated pursuant to this Contract. If applicable, there are three (3) 12-month renewal options at UMGC'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 UMGC Office of \_\_\_\_\_ will designate a staff member to act as coordinator ("Project Coordinator") between UMGC 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 UMGC personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other UMGC 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 UMGC'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 UMGC's approval, and notify UMGC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to UMGC in writing as they occur.
- 2.5 All terms and conditions of UMGC'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 UMGC 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 UMGC.

### **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.
- 3.2.1 Payment requests (invoices) shall be submitted electronically to the Accounts Payable Department, University of Maryland Global Campus, 3501 University Boulevard East, Adelphi, MD 20783-8002 at [accountspayable@umuc.edu](mailto:accountspayable@umuc.edu). Contractor may also send the invoices to the UMGC Ordering Department (as noted on the cover page of this Contract). The University's current Purchase Order number, issued for accounting purposes only, must be noted on all invoices.
- 3.3 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. The University is generally exempt from such taxes, and Contractor agrees



not to charge the University for such taxes in accordance with applicable law. The University will provide exemption certificates upon request.

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

#### **4. WORK PRODUCT**

- 4.1 Contractor shall complete all 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, UMGC 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 UMGC of each deliverable. Contractor will demonstrate to UMGC that the deliverable has been completed or has occurred and will provide UMGC 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 UMGC of a scheduled deliverable from Contractor, UMGC 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 UMGC will provide written confirmation to Contractor that the deliverable is accepted.
- 5.3 If the deliverable does not Materially Conform, UMGC shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to UMGC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to UMGC within the time period specified, or if not specified, then within ten (10) business days for further testing by UMGC. 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 UMGC 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 UMGC 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 UMGC, 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 UMGC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws"). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMGC'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 UMGC would be obligated if the Confidential Information was in the possession or control of UMGC. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.
- 7.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UMGC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.
- 7.6 Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 7.7 Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 7 shall be a material breach of this Contract.
- 7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Office of Legal Affairs  
University of Maryland Global Campus

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. Nothing in this Contract is intended to create a joint employment relationship.
- 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**

2.

- 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 in which 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 UMGC'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 UMGC. 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 UMGC 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. This Contract, and all claims arising out of or relating to this Contract, shall be governed in all respects by the laws of the State of Maryland, without reference to its conflicts of laws rules.

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 Global Campus  
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, sexual orientation, gender identification, 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 UMGC 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 international, federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 10.19.4 To the extent that personal data is disclosed, it shall comply with all international, federal, state, and local data privacy laws, regulations, and ordinances including but not limited to the European Union General Data Protection Regulation 2016/679 (hereinafter referred to as "GDPR"). Compliance with Article 26 of GDPR may require Contractor to agree to the standard contractual clauses adopted by the EU Commission; and
- 10.19.5 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. UMGC 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 products/completed operations aggregate; and  
Not less than \$2,000,000 general aggregate.

Workmen's compensation per statutory requirements.

If applicable, Fiduciary Bonding of Workers with access to credit card information.

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

10.23.2 All insurance certificates provided to the University for general and/or excess liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University as an additional insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University and to the persons or property of employees, student, faculty members, agents, officers, regents, invitees or guests of the University.

10.23.3 Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A-" or better.

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

UNIVERSITY OF MARYLAND  
GLOBAL CAMPUS

\_\_\_\_\_

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

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

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

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

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

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

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

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

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT

**THIS Exhibit A to CONTRACT** ("Contract") \_\_\_\_\_ is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ 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 Global Campus (UMGC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

Description of Scope of Work:

**APPENDIX C.2**

**CONTRACT AFFIDAVIT**

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

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

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

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

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

**C. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated \_\_\_\_\_, 2017, 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**  
**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, located at:  
<http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp>.

**APPENDIX S**  
**SOLICITATION TERMS AND CONDITIONS**

**This solicitation and any subsequent award are further subject to:**

**1. Contractor's/Offeror's Responsibility.**

Offerors 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. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. UMGC will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors must be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.

**2. Rejection or Acceptance of Proposals.**

The University reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Procurement Officer not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to 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.

**3. Cancellation of the RFP.**

UMGC may cancel this RFP, in whole or in part, at any time.

**4. Incurred Expenses.**

Neither UMGC nor the State of Maryland is responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.

**5. Payment.**

The State of Maryland usually provides payments on a net 30 day basis for UMGC 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 UMGC, 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.



**6. Electronic Funds Transfer (“EFT”).**

By submitting a Proposal, the Offeror agrees to accept payment by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Contractor 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 State Comptroller’s Office 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.

**7. Confidentiality.**

**7.1. UMGC’s Information during the Procurement Process:** The selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected Contractor must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University’s confidential information. UMGC may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offerors to propose responsive solutions to UMGC’s needs and requirements, UMGC is willing to disclose certain confidential information to Offerors, including without limitation information concerning UMGC’s business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation (“Confidential Information”). By submitting a proposal in response to this RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by UMGC, Offerors may be required to sign a Non-Disclosure Agreement.

**7.2. Offeror’s Information:** Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror 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. Offerors 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 Offeror’s position regarding its Proposal. A blanket statement by an Offeror that its entire Proposal is confidential or proprietary will not be upheld.

**8. Multiple Proposals.**

Contractors may not submit more than one Proposal.

**9. Alternate Solution Proposals.**

Contractors may not submit an alternate to the solution given in this RFP.

**10. Contractor Responsibilities and Use of Subcontractors**

The University shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. UMGC will consider Proposals that reflect primary and secondary service providers or a 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. UMGC's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom UMGC has a reasonable objection. Notification of such objection will be made by UMGC within fifteen (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.

**11. 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, and agents) to provide quality assurance and auditing.

**12. Arrearages.**

By submitting a Proposal, an Offeror 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.

**13. Taxes.**

UMGC is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.

**14. RFP Response Materials.**

All written materials submitted in response to this RFP become the property of UMGC and may be appended to any formal documentation that would further define or expand the contractual relationship between UMGC and the Contractor(s).

**15. 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 Annotated, State Government Article, § 15-502.

If the Offeror has any questions concerning application of the State Ethics law to the Offeror's participation in this procurement, it is incumbent upon the Offeror to seek advice from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <http://www.ethics.gov.state.md.us>. The Procurement Officer may refer any issue raised by a Proposal to the State Ethics Commission. The Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a Proposal that would result in a violation of the Ethics law.

A resulting Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by a Contractor or any State of Maryland employee in connection with this procurement.

**16. 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, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <http://www.ethics.gov.state.md.us>.

**17. Addenda Acknowledgment.**

Offerors must acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement must be included in the Technical Proposal. Refer to Appendix A.1

**18. Duration of Offers.**

Proposals (consisting of a Technical Proposal and, if applicable, a Price Proposal) shall remain irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the Offeror and the University.

**19. Minority Business Enterprises.**

Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If a sub-contracting goal and/or subgoals has been set in Section I of the solicitation, refer to Appendix M for further information regarding required process and documentation.

**20. Living Wage Requirements.**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Maryland's Living Wage requirement, located at Maryland Code Annotated, State Finance and Procurement Article, Title 18, §§ 18-101 through 18-109. Additional information regarding the Living Wage requirement is contained in Appendix E, if applicable to this solicitation. An Offeror that fails to submit and complete the Affidavit of Agreement contained in Appendix E, if applicable, may be deemed not responsible by the Issuing Office.

**21. Conflict of Interest.**

The Contractor awarded the Contract shall provide the specified services for UMGC, and must do so impartially, and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a Contractor's Proposal under COMAR 21.06.02.03B. Contractors should be aware that the State Ethics Law, State Government 15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 15 and 16 above. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause.