Annual Giving Direct Mail Campaign Services

Solicitation #91793

Issue Date: April 28, 2020

Due Date for Responses: May 25, 2020

Submit responses to:

James Adelman, Assistant Director
Goods and Non-Technology Services
james.adelman@umgc.edu
Telephone No.: 301-985-7118

and

Robert Powell, Buyer II
Goods and Non-Technology Services
robert.powell@umgc.edu
Telephone No.: 301-985-7562

All questions are to be submitted in writing solely to the above-mentioned persons no later than May 8, 2020, at 2:00 PM EDT. Responses are to be submitted electronically via e-mail. Solicitation documents and details can be found at www.umgc.edu/procurement. It is the prospective proposer’s responsibility to monitor that site for updates and amendments.
1. BUSINESS NEED:

1.1 Purpose. The University of Maryland Global Campus (“UMGC” or “the University”) Office of Institutional Advancement (“IA” or “Institutional Advancement”) seeks proposals from qualified firms to provide strategic consulting and professional support services for the University’s Annual Giving Direct Mail Campaign.

The selected vendor will solicit UMGC alumni with valid postal addresses and conduct direct mail campaigns via United States Postal Service (USPS). The Contractor will collaborate with the University in developing strategies to maximize gifts yielded through direct mail by implementing best practices and by building upon meaningful relationships between the University and its constituents. The Contractor must have a successful record of assisting higher education institutions achieve fundraising goals.

Each fiscal year, the University typically conducts three direct mail campaigns. In FY2019, UMGC sent out three direct mail pieces; nearly 12,000 letters were mailed to UMGC alumni requesting financial support. So far in FY2020, 10,000 letters have been sent to UMGC alumni with an additional 2,000 members expected to be sent solicitation pieces in the Spring.

The contract awarded as a result of this RFP will be for one (1) year with two (2) one-year renewal options at the sole discretion of the University unless otherwise amended, expired, or terminated. The maximum fee for the contract shall not exceed $65,000. Total fees for any service shall not exceed the maximum fee over the term of the contract, including renewal terms.

1.2 Background. For a profile of the University, see http://www.umgc.edu/visitors/about/.

1.3 Term of Contract.

The initial term of the contract arising from this Solicitation shall be for one (1) year and is anticipated to commence July 1, 2020 and run through June 30, 2021. There will be two (2) one-year renewal options at UMGC’s sole discretion.

2.0 SCOPE OF SERVICES:

UMGC’s Annual Giving Direct Mail Campaign reaches thousands of Alumni each fiscal year. The estimated number of prospects varies from year to year but typically ranges between ten to fifteen thousand. UMGC, through the University System of Maryland, will provide the Contractor with the names and necessary prospect information of individuals who have agreed to be contacted. The prospect data will be provided in an American Standard Code for Information Interchange (ASCII) file, fixed length format and will consist of alumni records. The data contains the following fields: first, middle, last name, residence telephone number, advanced C/S ID number, preferred address, giving history, degree type and graduation year. UMGC will also provide the Contractor with the following: letterhead for the laser printed correspondence, window envelopes, business return envelopes (BREs), and matching gift brochures as needed.
The Contractor shall:

2.1 Provide strategic recommendations to UMGC for the Annual Direct Mail Campaign including: the number of appeals per fiscal year; and the purpose, timing, messaging, segmentation and type of presentation for each recommended appeal.

2.2 Provide conceptualization of pieces for each audience (segment) included in an appeal and provide UMGC with a schedule of dates for each stage within the process (for example, when data is needed, when pieces are to be printed and mailed, etc.)

2.3 Collaborate and consult with UMGC to develop pieces. Final pieces must be submitted to UMGC for approval.

The University shall have final decision-making authority for the Direct Mail Campaign as a whole or components within and will be responsible for results if Contractor’s recommendations are not implemented.

2.4 Mail pieces in accordance with the predetermined timeline and requirements.

2.5 Provide a dedicated Project Manager to coordinate strategic and tactical planning with UMGC representatives. This Project Manager must be available for telephone or in-person conferences throughout the term of the contract. If the person named by Contractor in its proposal as the Project Manager is unable to perform for the duration of the contract term, UMGC prefers that its Project Coordinator and Contract Administrator play a role in the selection of the replacement.

2.6 In addition to the three direct mail solicitations, create and send 30-day, 45-day, and 90-day email fulfillment strategy to increase pledge fulfillment rates.

3.0 SOLICITATION RESPONSE REQUIREMENTS:

The following documentation must be provided in the Offeror’s response:

3.1 Company and Company Profile.

A. Provide a brief history of the firm, including number of years in providing direct mail program services.

B. Describe your firm’s resources and capabilities specific to providing such services.

C. Provide the names and contact information of at least three (3) references (contact name, company name, email and telephone number) for whom annual giving direct mail services have been provided. If available, higher education references
are preferred. UMGC reserves the right to contact references not provided in the proposal.

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

A. Successful record of assisting higher education institutions achieve fundraising goals;

B. Proven ability to provide strategic ongoing consulting for comprehensive Direct Mail Program;

C. Production and mailing of conceptualized pieces in accordance with agreed strategy; and

D. History of successful programs.

3.3 **Samples.**

Offeror shall submit at least three (3) samples of direct mail pieces that have been developed for Solicitation. Offeror shall also submit email fulfillment samples that accompany the (3) direct mail pieces.

3.4 **Resumes.** Describe any other services that are unique to your firm.

A. Offeror shall submit the resume(s) of the Strategy Manager and Project Manager who are proposed to conduct the requested services. The resumes are to include educational and employment background; similar direct mail program implementation experience; and, a minimum of two (2) client references (contact name, company name, telephone number, including extension number) where these persons have been assigned in the same capacity. If more than the above-named experts are proposed to support the professional services included in the project, the proposer shall provide this information for each proposed project resource.

B. The Strategy Manager shall have experience developing strategic direction of Direct Mail Program initiatives and providing best practices based on practical experience and a proven track record.
C. The Project Manager is defined as the person who will be UMGC’s point of contact for the contract. The proposed Project Manager must have a proven track record of managing successful Direct Mail Campaigns.

3.5 IT Security

Offeror shall provide a SOC 2, Type 2 Report or equivalent. Contractor may be required to complete the UMGC Third-party security questionnaire.

3.6 Pricing.

Offeror pricing shall be based on an all-inclusive flat fee based on an estimated 15,000 prospects. Charges shall not be allowed for photocopying, telephone expenses, travel, courier and/or any other type of computer charges or other costs in performing any consulting services. Pricing shall not include postage which is a reimbursable expense. Proposal pricing must remain valid during the entire period the Offeror proposes for the completion of the project.

The maximum fee for the contract shall not exceed $65,000.00. Total fees for any service shall not exceed the maximum fee over the term of the contract, including renewal terms.

3.7 Proof of Insurance.

Offeror shall provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Worker's Compensation, and Automobile Liability Insurance.

4. SOLICITATION SCHEDULE:

Solicitation Issue Date: April 28, 2020

Questions Submission Due Date: May 8, 2020 at 2:00 pm EDT

Proposal Due Date and Time: May 26, 2020 at 2:00 pm EDT

Anticipated Award Date: June 5, 2020

Anticipated Contract Start Date: July 1, 2020

5. TERMINATION FOR CONVENIENCE.

UMGC reserves the right to terminate this Solicitation, in whole or in part, at its convenience. The University will pay all reasonable costs incurred by the firm up to the date of
termination; however, the firm shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

6. PROJECT MANAGEMENT.

The UMGC Office of Institutional Advancement will be providing the management services for this contract.

7. SUBMISSION AND EVALUATION OF THE RESPONSES.

Proposals to this solicitation are to be provided electronically in accordance with the Solicitation Schedule. Proposals must be attached to an e-mail in portable document format (.pdf). Hyperlinks to software products sent to UMGC’s Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by UMGC in order to download the Proposal. By providing the Proposal to UMGC electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

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

James Adelman, Assistant Director
Goods and Non-Technology Services
james.adelman@umgc.edu
301-985-7118

Robert Powell, Buyer 2
Goods and Non-Technology Services
robert.powell@umgc.edu
301-985-7562

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

Responses will be evaluated for technical merit (how well the proposed services meet the needs of UMGC) as well as price. The technical aspects of the response will weigh greater than the price (i.e., a vendor’s response evaluated to be more technically responsive even though it has a higher associated price, may be awarded the Contract). The decision as to the “most advantageous” is solely at UMGC’s discretion.

UMGC reserves the right to reject in whole or in part, any and all proposals without liability and/or to accept any bid in the interest of the State of Maryland.
8. SHORTLISTING.

A shortlist may be developed based on the initial evaluation results. All Offerors will be notified of the results as they pertain to their respective proposals. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies the proposals present. UMGC reserves the right to reject, in whole or in part, any and all proposals without liability and/or to accept any proposal in the best interest of the State of Maryland.

9. RESULTING CONTRACT, NON-DISCLOSURE AGREEMENT AND WORK PRODUCT.

A UMGC non-exclusive contract will be issued to the awarded Offeror. By responding to this Solicitation, Offerors are accepting that they will agree to execute the attached Agreement including mandatory Terms and Conditions for contract award. As part of the attached Agreement, the awarded Offeror (Contractor) shall be entering into a Non-Disclosure Agreement with UMGC for confidentiality and protection of UMGC’s intellectual property. (Refer to Sections 6 and 7 of the Agreement). All work product and documentation shall be regarded as a work for hire and is the property of University of Maryland Global Campus and may not be copied or reproduced without its expressed written permission.
UNIVERSITY OF MARYLAND GLOBAL CAMPUS

CONTRACT #91793

Annual Giving Direct Mail Campaign Services

--------' 2020

CONTRACTOR:
Address:

Contact Person: 
Contact Phone: 
Contact Fax: 
Contact Email: 

UMGC Ordering Office: Office of Institutional Advancement
Project Coordinator: Jennifer Tomasovic
Coordinator Phone: 240-684-2012
Coordinator Email: jennifer.tomasovic@umgc.edu

Procurement Officer: James Adelman
Phone Number: 301-985-7118
E-mail address: james.adelman@umgc.edu
THIS CONTRACT ("Contract") is made as of this _____ day of ______________, 2020 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" or "UMGC."

RECORDS

The University issued solicitation documents (Solicitation #91793) Annual Giving Direct Mail Campaign Services on ________________., 2020, as amended from time to time ("the Solicitation"), to solicit a qualified provider of direct mail services. Contractor submitted technical and price proposals dated ____________, and accepted by the University (collectively, the "Proposal") in response to the Solicitation, and the University subsequently selected the Contractor as an awardee of this non-exclusive Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.1 Contractor shall provide the University with Annual Giving Direct Mail Campaign Services (the “Services”), in accordance with the terms and conditions of this non-exclusive Contract.

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

- This Contract Form (pages 1 through __), and any Amendments;
- The Solicitation #91793 and all amendments to the Solicitation;
- Contractor’s Technical and Price Proposal dated __________, incorporated herein as Exhibit A to this Contract.
- Attachment A, Contract Affidavit; and
- Statements of work, if any, issued from time to time pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto.)

1.3 This Contract shall be in effect from July 1, 2020, through June 30, 2021, unless otherwise extended, expired or terminated pursuant to this Contract. There are two (2) one (1)-year renewal options at the sole discretion of UMGC. As well, UMGC may elect, at its sole discretion, to procure services in another manner as this Contract is non-exclusive. UMGC makes no guarantee that any services will be requested, or any minimal dollar amount will be spent under this Contract.
2. PROFESSIONAL SERVICES

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

2.2 Any institution within the University System of Maryland (USM) may utilize this Contract with written permission of the UMGC Procurement Officer. However, the applicable USM Institution shall be responsible for compliance with any required external approvals and/or Minority Business Enterprise utilization tracking for the respective institution.

2.3 The UMGC Office of Institutional Advancement will designate a staff member to act as coordinator (“Project Coordinator”) between UMGC and the Contractor. Throughout the period of the Contract, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the 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 Services shall be made only with the prior knowledge and concurrence of the Project Coordinator.

2.4 The annual giving direct mail campaign services team 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.

2.4 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 __________. Total fees for Services performed shall not exceed
$65,000.00. The Contractor’s payments under this contract shall not exceed this amount. There is no guarantee of a dollar amount for work under this Contract.

3.2 As compensation for satisfactory performance of Services, UMGC will pay Contractor no later than thirty (30) days after the University’s receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

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

3.4 Contractor will submit an invoice in US Dollars to UMGC at accountspayable@umgc.edu which must contain the following information: state "Invoice" on the bill; reference the date indicated; description of service (i.e., the deliverable); the Federal Employer's ID Number, and any additional information as may be specifically required elsewhere in this Agreement.

3.5 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 agrees that all research, notes, legal documents, 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 UMGC. 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.

4.2 Notwithstanding the terms of Paragraph 4.1, 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.
4.3 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. DELIVERY, EVALUATION AND ACCEPTANCE PROCEDURE

5.1 Delivery shall be made in accordance with the solicitation specifications or this Contract, whichever is applicable. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrance, from any cause whatsoever, during the progress of any portion of the work specified in 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 UMGC’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 when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.
7.3 Contractor shall not, in any manner whatsoever, disclose to, permit access to, or allow use of Confidential Information by any person or entity except as specifically permitted or required under this Contract.

7.4 Contractor acknowledges and understands that 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 thereunder, as the laws and regulations may be amended from time to time (collectively the “Privacy Laws”). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by 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 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.

7.6 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.

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

7.8 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.

7.9 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
7.10 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 UMGC 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.

7.11 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, UMGC 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 UMGC, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.

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

9. DISTRIBUTION OF RISK

9.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract and in accordance with Section 10.23.1 of this Contract. Contractor shall also maintain in full force and effect workers’ compensation insurance as required by the laws of the jurisdiction where the Services are performed. Upon request, Contractor shall provide the University with evidence of such insurance.
9.2 Contractor shall indemnify and hold harmless UMGC 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. UMGC agrees to notify Contractor promptly of any known liabilities, claims, or demands against UMGC for which Contractor is responsible hereunder, and Contractor agrees to, at UMGC’s request, defend UMGC or settle any such liabilities, claims, or demands.

9.3 Neither Party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, nor special damages, or losses including, without limitation, lost profits and opportunity costs.

10. GENERAL TERMS AND CONDITIONS

10.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, UMGC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. UMGC 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 UMGC is entitled pursuant to this Contract shall become the University's property. UMGC 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 UMGC 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 UMGC, 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 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 UMGC nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMGC. UMGC shall not be responsible for the fulfillment of the Contractor’s obligations to subcontractors. Any such subcontract shall be subject to the terms and conditions that 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 UMGC. Contractor may designate a third party to receive payment without the University’s prior written consent unless in conflict with Maryland or federal law but shall provide the University with notification thereof.

10.6. **Maryland Law Prevails.** The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.

10.7 **Contract Integration and Modification.** This Contract and the documents incorporated herein form the entire agreement of the Parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both Parties. Amendments may not significantly change the scope of the Contract.
10.8 No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned Parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.

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

For the University:

University of Maryland Global Campus
Procurement Department
Attn: Procurement Officer
3501 University Boulevard 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 (3) years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times and at no cost to UMGC.

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

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

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

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

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

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

10.18 **Ethics.** This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any 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 federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

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

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

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 subcontractors 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 lawyer’s professional liability;
Not less than $50,000/claim employment practices liability defense; and
Not less than $1,000,000 general aggregate.

Workers’ compensation per statutory requirements.

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, students, faculty members, agents, officers, regents, invitees or guests of the University.

10.23.3 Upon request of the Procurement Officer, a certified copy of the Certificate of Insurance shall be furnished to the Procurement Officer. Contractor agrees to notify in writing Procurement Officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy. 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.

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

UNIVERSITY OF MARYLAND GLOBAL CAMPUS

Contractor: _________________________

By: _______________________________

Name: ____________________________

Title: _____________________________

Date: ______________________________

UMGC Solicitation #91793 – Annual Giving Direct Mail Campaign Services – Page 20 of 22
Exhibit A to Contract #91793

Annual Giving Direct Mail Campaign Services

This Exhibit A to CONTRACT ("Contract") #91793 is made as of this ___ day of _______. 2020, by and between ________________________________, organized under the laws of ____, with offices at __________________________________________________, hereinafter referred to as "Contractor," and the University of Maryland Global Campus, a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 350 I University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University" or "UMGC."

Statement of Work:

1) Contractor's Technical and Price Proposals, dated ________________________, are incorporated herein as Exhibit A to this Contract.
ATTACHMENT A

CONTRACT 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 contractor for which I am acting.

B. 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:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

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: ________________________________________________