REQUEST FOR PROPOSAL # 91928
FOR
ONLINE EMPLOYEE REWARDS PROGRAM

ISSUE DATE: DECEMBER 2, 2021

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<th>SIGNIFICANT MILESTONES</th>
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<tr>
<td>Last Day for Questions:</td>
<td>12:00 Noon EST</td>
<td>December 17, 2021</td>
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<td>Technical Proposal Due Date:</td>
<td>2:00 P.M. EST</td>
<td>January 4, 2022</td>
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<td>Oral Presentation/Discussion Date:</td>
<td>Anticipated</td>
<td>January 24-25, 2022</td>
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<tr>
<td>Price Proposal Due Date:</td>
<td>2:00 P.M. EST</td>
<td>February 2, 2022</td>
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</tbody>
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IMPORTANT NOTE: Prospective proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and email address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

UNIVERSITY OF MARYLAND GLOBAL CAMPUS
3501 University Boulevard East, Room 4100
Adelphi, Maryland 20783
www.umgc.edu
ONLINE EMPLOYEE REWARDS PROGRAM
UNIVERSITY OF MARYLAND GLOBAL CAMPUS
RFP #91928

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION #</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SOLICITATION SCHEDULE</td>
</tr>
<tr>
<td>Section I</td>
<td>GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS</td>
</tr>
<tr>
<td>Section II</td>
<td>SCOPE OF WORK/REQUIREMENTS</td>
</tr>
<tr>
<td>Section III</td>
<td>PROCUREMENT PHASES AND EVALUATION PROCESS</td>
</tr>
<tr>
<td>Article 1</td>
<td>Technical Proposal Requirements and Initial Technical Evaluation</td>
</tr>
<tr>
<td>Article 2</td>
<td>Demonstration/Discussion Sessions and Second Technical Evaluation</td>
</tr>
<tr>
<td>Article 3</td>
<td>Price Proposal/Price Evaluation</td>
</tr>
<tr>
<td>Article 4</td>
<td>Final Evaluation/Ranking and Selection</td>
</tr>
</tbody>
</table>

APPENDIX A: Technical Proposal Forms
• Bid/Proposal Affidavit
• Acknowledgement of Receipt of Addenda

APPENDIX B: Price Proposal Forms
• Price Proposal
• Affidavit of Agreement – Maryland Living Wage Requirements
• ATTACHMENT C – Level of Effort and Rate Card to be submitted with PRICE PROPOSAL

APPENDIX C: Contract Forms
• Professional Services Agreement
• Contract Affidavit

APPENDIX S: SOLICITATION TERMS AND CONDITIONS

ATTACHMENT A: Annual Service Awards History
ATTACHMENT B: UMGC Global Headcount
ATTACHMENT C: Level of Effort and Rate Card – to be submitted with PRICING PROPOSAL
ATTACHMENT H – UMGC HECVAT
SOLICITATION SCHEDULE - ANTICIPATED ONLINE EMPLOYEE REWARDS PROGRAM
RFP #91928

Issue Date: December 2, 2021

Last Day for Questions: December 17, 2021

Technical Proposal Due Date: January 4, 2022

Price Proposal Due Date: February 2, 2022
To be submitted upon request

Oral Presentation/Discussion Meetings: January 24-25, 2022
To accommodate UMGC’s global community, these sessions will be held virtually at approximately 7:00 A.M. EST. Only shortlisted firms will be invited to these sessions.

Contractor Selection Anticipated to be Finalized: February 10, 2022

Contract Award: Mid-February, 2022

System “Go Live” Anticipated no later than July 1, 2022

END OF SOLICITATION SCHEDULE
REQUEST FOR PROPOSALS
FOR
UMGC ONLINE EMPLOYEE REWARDS PROGRAM

SECTION I:
GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS

1. Summary:

1.1 Objective. The University of Maryland Global Campus (‘UMGC’ or the ‘University’) is soliciting proposals for a global online employee rewards and recognition program for its Asia, Europe, and stateside workforce of approximately 6779 faculty and staff employees. The intent of this RFP is to provide Workday Partner firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of UMGC.

This solicitation document, as well as all addenda that may be issued, will be posted on UMGC’s Electronic Bid Board at https://www.umgc.edu/business-partners/procurement.cfm

1.2 About UMGC – Serving Busy Professionals Worldwide
University of Maryland Global Campus was founded more than 70-years ago specifically to serve the higher education needs of working adults and the military. Today, UMGC continues that tradition online and offers more than 90 degrees, concentrations, specializations and certificates backed by the reputation of a state university and the University System of Maryland (USM). For more information, visit www.umgc.edu.

2. Issuing Office:

2.1. The Issuing Office is:

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

Attn: Wendy Johnson
Assistant Director, Goods and Non-Technology Services
301-985-7148
wendy.johnson@umgc.edu

And

Robert Powell
Buyer II, Goods and Non-Technology Services
2.2 The Issuing Office shall be the sole point of contact with the University for the purposes of the preparation and submittal of proposals in response to this solicitation.

3. Questions and Inquiries:

All questions and inquiries regarding this procurement shall be directed to the individuals referenced with the Issuing Office above. All such questions and inquiries must be received by the dates established for each phase of the procurement per the Solicitation Schedule. Questions are to be submitted in writing via e-mail to the Issuing Office. Addenda will be sent electronically to all known Proposers and posted on UMGC’s electronic bid board.

4. Pre-Proposal Conference.

A Pre-Proposal Conference will not be held in conjunction with this procurement.

5. Addenda Acknowledgment.

Prospective offerors responding to this RFP must acknowledge the receipt of all addenda issued.

6. Proposal Closing Date/Due Date and Time.

6.1 Technical Proposals. All proposers shall submit their Technical Proposal via email to the UMGC Box address 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. 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.

**Box address for Technical Proposal Submission:**

The Box email address for RFP 91928 Technical Proposals is: TECHNIC.twgohb0nscep4njx8@u.box.com
It is suggested that proposers copy and paste the address.

Hyperlinks to software products that indicate the Technical Proposal is posted by the Offeror 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 Initial Technical Proposal. By providing to UMGC the Technical Proposals electronically, the Offeror grants the University the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review. No pricing is to be provided in the Technical Proposal submittal

6.2 Price Proposals. Price Proposals are not requested at this time. Refer to the Solicitation Schedule for the anticipated due date and time of Price Proposals. Price Proposals will be requested at the appropriate time from shortlisted firms.

All proposers shall submit their Price Proposal via email to the UMGC Box address 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. PLEASE NOTE: The cumulative size of the message body and attachments (including signature) cannot exceed 50 MB. If any attachments containing additional pricing information 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.

Box address for Price Proposal Submission:

The Box email address for RFP 91928 Price Proposals is: PRICE_P.udeteyt510mnxsr7@u.box.com

It is suggested that proposers copy and paste the address.

No pricing is to be provided in the Technical Proposal submittal, therefore, the Price Proposal included MUST be sent separately from the Technical Proposal. The Price Proposal must be clearly labeled with “Price Proposal” and the RFP number and name. Failure to provide the Price Proposal separately may disqualify the Offeror’s Proposal from progressing in the procurement.

6.3 Late Proposal submissions will not be accepted. The University will not waive delay or error in delay on the part of the internet service provider.
6.4 Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract award.

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


Minority participation is important to UMGC and the State of Maryland. State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this Solicitation. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. For more information on the State’s MBE program or questions related to certification, please contact MDOT’s Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website http://www.mdot.state.md.us/mbe/index.html.

8. Contractual Agreement.

The Contract to be entered into as a result of this RFP shall be between the Contractor and UMGC in the form of an University Contract and shall contain the mandatory provisions included herein in Appendix C as well as any additional terms required by UMGC and the State of Maryland. By submitting an Offer, the Contractor warrants that they have reviewed Appendix C and will execute a contract a) in substantially the same form and b) with the mandatory terms and conditions upon request by UMGC. The awarded Contractor should not assume that any term and condition of the Contract is negotiable.

For accounting purposes, UMGC will issue a purchase order to the awarded Contractor for services provided under the Contract.


Any contract 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 term of the contract will commence with implementation anticipated to start on or about February 2022 with a go live date anticipated on or about July 1, 2022 for an initial one-year period, unless otherwise extended, expired, or terminated pursuant to the Contract. Following the Initial Term of the contract, at the sole discretion of UMGC, there will be an option for four (4) one-year terms. In addition, UMGC at its sole option may discontinue the use of the online employee rewards program and/or the associated services, in whole or in part, of any or all of the vendor(s) at any time during the Initial Term or Renewal Term(s) with 30 days-notice with no further obligations to the Contractor and with no penalty. If UMGC elects to discontinue the contract, a summation of work in progress for the contract will be made and a mutual agreement as to how to finalize the work in progress.

10. Confidentiality of University’s and/or Proposers’ Information – Refer to Appendix S. Please note that a blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld by UMGC.
11. **Post-Award Confidentiality**  
Refer to Appendix C for the confidentiality obligations.

END OF SECTION I
SECTION II

SCOPE OF WORK/REQUIREMENTS

1. UMGC is seeking a Workday Partner (mandatory) that can provide the University with a comprehensive Online Employee Recognition and Rewards Program (the “Services”) to our global staff and faculty in Europe, Asia and stateside. UMGC has approximately 6779 eligible employees. Refer to Attachments A and B for employee breakdown and history. UMGC currently has a global online rewards program that was launched in September 2017 and will expire in 2022. Our goal is to continue to create a culture of recognition, promote a positive work environment, and increase employee engagement while supporting the strategic goals of UMGC. UMGC’s current Wellness program will not be a part of the new Services. The estimated budget for the program is approximately $150,0000 to $180,000 per fiscal year for global taxable awards, unlimited non-monetary awards, and global service award milestones. There is no guarantee of total spend during the contract term. It is anticipated that the online program will also be accessed through UMGC’s Engage site. UMGC currently has an RSS (Really Simple Syndication) feed on Engage.

UMGC will establish a global project team with appropriate functional and technical staff resources. UMGC will assign a project manager responsible for the coordination between the UMGC project team and the Contractor. It is expected that the Contractor will be the primary lead on the project and be responsible for the development, management, and execution of the project plan and statement of work. There will be no need for vendor travel to Europe or Asia. However, there will be a need to accommodate different time zones for meetings that allow UMGC’s Europe and Asia staff to attend. As a result, meetings with USA, Europe, and Asia may need to be scheduled.

2. Program Requirements:
   - Global peer to peer monetary and non-monetary recognition, manager to employee recognition, service award milestones, and special awards such as welcome awards for new hires;
   - A seamless design with potential for different eligibilities for designated employee classes potentially for UMGC adjunct faculty to receive service award milestones and non-monetary awards with the potential to build a monetary award program for adjunct faculty. Other eligible employee classes shall receive both monetary and non-monetary awards;
   - A means for employees to opt out of participation in the program;
   - A program with points that do not expire allowing employees to redeem points after they leave UMGC;
• The ability for awards to be cancelled and a refund issued to UMGC for cancelled awards;
• A program administered globally in English with the ability to provide comparable awards in each division;
• The ability for the UMGC administrator to control, view, and move funding based on fiscal year funding;
• The ability to have a blackout period (estimated from October 15 through December 31) when only non-taxable recognition is awarded through the program;
• The ability to utilize current award data and history;
• The ability to process and track online orders;
• International shipping to multi-military installations, international residential addresses, and APO addresses;
• Multi-level approval process consisting of two to three approvers, i.e. Manager, Manager’s manager, and/or Manager and department head or senior level manager;
• Charitable options within the platform;
• Multi-media applications for multiple devices to include computers, iPads, smartphones, etc.;
• Integration with Workday HCM (Human Capital Management) system. Preferably packaged integration. (Select Workday Partner mandatory)

3. The Contractor shall provide:

• Implementation, configuration, and integration of an online rewards program;
• Assistance and guidance with global service awards milestones for eligible employee classes. UMGC recognizes aggregate years of employment at UMGC, excluding any breaks in employment;
• Adherence to UMGC’S policy regarding online rewards and recognition;
• Adherence to UMGC’s IT and security policies.
• Advice and assistance regarding taxation of awards based on Maryland state and IRS guidelines for full and part time employees (i.e. adjunct faculty). Monetary awards are subject to taxation by the State of Maryland;
• Flags on the data file to identify awards that are not taxed verses awards that are taxed.
• Identification of tax status and region of the awardees;
• Clear, simple, and concise reports with the ability for UMGC to manage and control reporting structure. Reports to include award types, regions, divisions, departments, executive, adoption rates, and by organization.
• Customization services and product flexibility to fit the needs of UMGC and to appeal to employees worldwide;
• Training and continual product support for stateside Human Resource administrators;
• Communication assistance and ideas for encouraging employee participation;
• An online, automated software to manage and support single sign on with azureAD SAML security for all employees;
• Integration with the University’s Single Sign On platform via azureAD SAML protocol with the program/product acting as an azureAD SAML service provider;
• Training material for all levels of staff including adjuncts, executives, and administrator(s). Online training sessions for global UMGC staff and managers shall also be provided. Recordings of the sessions are to be provided to UMGC for unlimited usage.
• Knowledge transfer to UMGC functional and technical staff;
• Timelines with milestones and deliverables for each work stream and task item inclusive of prioritization of review and/or approvals required by UMGC and Contractor;
• A medium to house and track the project plan for all key stakeholders;
• Comprehensive communication plan for both the implementation and post implementation support phases of the engagement;
• Comprehensive change management plan;
• Comprehensive testing plan for the implementation and post implementation support phases of the engagement;
• Comprehensive cut over plan;
• A detailed data migration plan defining the level of data to be converted to enable relevant legacy data to be available in accordance with documented requirements as specified in either the project plan or the statement of work, and,
• A comprehensive transition plan to include phase-in and phase-out for a change in current program.

4. Training.
   Training shall include:

   • Training material and content development segmented by administrator, manager, and employee stakeholders;
   • Training delivery, with number of sessions offered supportive of distinct audiences and volumes (countries, locations, time zones, and employee numbers);
   • Training to cover both technical system utilization and reward & recognition philosophy and approach to drive culture of recognition;
   • Instructor-led and video training delivery, to include recorded sessions;
   • Comprehensive training plan, including knowledge transfer, for both the implementation and post implementation support phases of the engagement.

5. Implementation and Integration.
   Implementation shall include:

   • Mutual development of a project plan and statement of work;
   • Mutual development of a communication plan;
   • Mutual development of a training plan;
   • Set up of the online recognition and rewards program;
   • Configuration of the online recognition and rewards program per the project plan;
• Workflow for multiple approval process;
• Integration with UMGC’s Single Sign On platform via the Security Assertion Markup Language (SAML) protocol with the program acting as a SAML service provider;
• Integration with Workday HCM;
• Program and software access through UMGC’s Engage website (JIVE based);

END OF SECTION II
SECTION III
PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 1
TECHNICAL PROPOSAL REQUIREMENTS/INITIAL TECHNICAL EVALUATION

1. General Proposal Requirements

1.1 Transmittal Letter
A transmittal letter prepared on the Proposer's business stationery must accompany each submittal from the Proposer. The purpose of this letter is to transmit the proposal; therefore, it should be brief, but shall list all items contained within the Proposal as defined below. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financials contained in the proposal.

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

2. Technical Proposals/Technical Criteria

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

The Technical Proposal shall be prepared in a clear and concise manner. It is the Proposer's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work as outlined in the Solicitation. The contents of the Proposal shall address the following items and include forms as indicated in items 2.1 through 2.10. Offerors must paginate the Technical Proposal.

In general, proposals submitted in response to this RFP must demonstrate that the proposing firm and the project team have:

- Provided online employee rewards programs to global organizations similar to UMGC;
- Substantial experience in online employee rewards programs (experience with higher education institutions preferred);
- Strong management, account representatives and staffing available to the University;
- Proven results-oriented background in assisting other clients in mission critical online employee rewards programs and associated services;
Experience with Workday integration

2.1 **Executive Summary:** The proposal shall begin with an Executive Summary which clearly and concisely summarizes the content of the proposal. This summary is for introductory purposes and shall contain proposal contents.

2.2 **Firm Profile/Firm Experience**

**Firm Profile:** **Provide the following:**

- Agency overview, corporate background, mission statement, and/or philosophy;
- Primary business focus or specialty;
- Headquarters/office address;
- Location of office(s) that will service UMGC;
- Global support capabilities;
  Client list and industries served to include names of higher education clients;
- Number of years in business;
- Length of experience in providing online employee rewards programs;
- Client satisfaction data;
- Size of company and number of employees by job classification;
- The number and names of higher education clients and firm’s industry experience in higher education;
- Any other notable facts that may demonstrate your firm’s unique qualifications and aid in the selection process;
- A sample license/subscription agreement, if applicable

2.3 **Firm Experience/Firm References**

Provide three (3) Firm Experience/Firm References of similar scope and complexity performed over the last three (3) years. All three projects must be for online employee rewards programs similar to UMGC’s requirements inclusive of implementation and training. Higher consideration may be given in the evaluation of proposals with higher education experience.

For each Firm Experience, provide the following:

- Contract title;
- Period of performance (years of providing product and/or services);
- Workday Integration requirements;
- Description of online employee rewards program provided (number of employees, types of employees, global environment, etc.), and,
- Narrative that explains the relevancy of the product/engagement to UMGC’s requirements.
The University may check references by contacting one or more of the clients provided. Proposers shall submit a contact person for each client including name, title and project role, address, email address, and phone number. The contact provided should be able to speak to the performance of the contractor. The University reserves the right to check any other references including itself. References will be held in the strictest of confidence by the University. References are to be provided in the technical proposal. However, firm references may be checked only for the final shortlisted firms as part of the second phase evaluation process.

2.4 Approach to Providing the Services:

Provide a narrative as to the methodologies including technological tools that will be used to provide the required services. The Proposer shall explain how they intend to develop, manage, and execute the program. This shall include the implementation, configuration, and integration of the program, and post-implementation follow-up. The Proposer shall provide any assumptions regarding the scope of services, a summary of any problems which might be expected, and proposed solutions.

The narrative shall demonstrate that the proposer understands both the magnitude and the importance of UMGC’s requirements. The response shall be developed specifically in response to this Solicitation and to UMGC rather than a collection of generic statements or standard methodologies related to online employee rewards program methodologies or the proposer’s services in general.

The types of rewards available to UMGC employees shall be described. Indicate whether these requirements are met using the product’s base (Out-of-the-Box) functionality or enhanced (using add-on modules) functionality. Screen shots may be provided to visually explain the system’s features and capabilities.

Within the narrative, the proposer shall address the following:

- Global and Stateside Support;
- Technological capabilities, troubleshooting, participant helpdesk;
- Organization readiness and engagement meetings (Leadership and Management);
- Communication plan development and execution (Executive/ Management/ Faculty/ Staff);
- Program design and customization;
- Program implementation and assistance with maximizing client participation rate;
- Data analysis;
- Report generation and communication of the data;
- Management training, action planning options and associated support tools to address key issues identified by the survey (automated);
- Action planning execution;
• Best practices for how the awards redeemed by the employees are funded by its clients, including shipping costs;
• Best practices for procedures and processes regarding employment/employee taxes associated with the awards;
• Verification that the program will work with UMGC’s Single Sign On;
• Verification that Proposer comply with European Union (EU) Data Protection and other international data privacy laws;
• Verification that the program will be accessible to users who are visually impaired, deaf, hard of hearing, and/or have other physical limitations.

2.5 Return on Investment:
Proposers are to provide data on Return on Investment (ROI) when using a point-based system.

2.6 Recommended Project Timeline and Schedule of Tasks: Provide a recommended timeline of tasks, roles, and responsibilities for the initial set up beginning with contract execution, anticipated to be on or about February/March 2022, and completed no later than May/June 2022.

2.7 Key Personnel: Provide a resume for:

• the proposed Lead Project Manager responsible for the management of the relationship between the Contractor and the University, the staffing and management of all work associated with the resulting contract, and the University’s primary point of contact for this contract,
• the proposed Executive-in-Charge responsible for adequate resources being designated as well as for issue escalation/resolution.

The resumes shall include:

• educational background;
• employment history including all positions and dates;
• Workday experience;
• similar contract information (minimum of three), preferably in the same role as proposed for the UMGC contract. Contracts should be recent (within the last three years) and of similar size, scope, and complexity to UMGC’s requirements. Include a description of the program, the contract term, role in the program, and similarities to UMGC’s requirements.

2.7.1 Provide three (3) contract/client references for the Lead Project Manager to include name, firm, email address, and phone number. References should be contract references, not employment references. References will be held in the strictest of confidence.

It is imperative that the contact names and phone numbers given for the projects listed be accurate. In addition, the University reserves the right to check other sources available, including itself, if not provided as such by the Proposer.
NOTE: By submitting these names of the Lead Project Manager and Executive in Charge for consideration, the Proposer is committing these individuals to UMGC for the duration of the contract. No personnel changes will be permitted without written authorization from the University.

2.8. Proposal Affidavit

State Procurement Regulations require that each proposal submitted include a signed Proposal Affidavit. The Proposal Affidavit is included in Appendix A.

2.9 Acknowledgement Of Receipt Of Addenda Form:

To be completed and returned with Technical Proposal it any addenda are issued prior to the due date. Refer to Appendix A

2.10 Acknowledgement of Review of UMGC Sample Professional Services Contract: Per Section I, Paragraph 8, the Proposer shall warrant that they have reviewed Appendix C and will execute such a contract upon request by UMGC. Any exceptions to the UMGC Contract shall be provided in the Technical Proposal. Rationale as to why the exception is being requested as well as alternative language is to be provided. Proposers shall acknowledge that UMGC is under no obligation to accept such requested exceptions and, as a result of such exceptions, may elect to find the Proposer not susceptible of an award.

3. Initial Technical Proposal Evaluation Procedure

3.1 Evaluation and Selection Committee

All Technical proposals received in response to this Solicitation will be reviewed and evaluated by a UMGC Evaluation and Selection Committee (“the Committee”). As the procurement progresses, the Committee may seek input from other appropriate UMGC staff on the proposed product and/or services. As well, the Committee may request additional assistance from any source at any time during the procurement.

3.2 Qualifying Proposals

The Procurement Officer shall first review each proposal for compliance with the Mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor’s proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the University.

3.3 Initial Technical Evaluation
After compliance with the mandatory requirements has been determined, the Committee shall conduct its evaluation of the technical merit in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and determining those proposals that are of further interest. The Committee may shortlist based on the evaluation process. The decision for continuation in the procurement process (or further shortlists) will be made by the strengths, weaknesses, advantages, and deficiencies of the technical proposal.

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed above in Section III, Article 1. The order of importance of the technical criteria is as follows:

1) Online Employee Rewards Program/Approach to Providing the Services  
2) Firm Profile/Firm Experience  
2) Account Management/Staffing of Contract

Shortlisted firms will progress to the next phase of the procurement (See RFP Section III, Demonstration/Discussion Sessions.)

Shortlisted firms will be required to complete and return a Higher Education Community Vendor Assessment Toolkit - HECVAT. Refer to ATTACHMENT H.

All Proposers will be notified of the initial technical evaluation. Only shortlisted firms will advance in the procurement process.

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

END OF SECTION III, ARTICLE 1
SECTION III
PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 2

DEMONSTRATIONS/DISCUSSION SESSIONS/SECOND PHASE TECHNICAL EVALUATION

1. Demonstration/Discussion Sessions

Based on the selection committee’s initial review of proposals, the University intends to invite, without cost to itself, only the short-listed firms for a Demonstration and Discussion Session. This will allow the shortlisted Proposers to demonstrate their capabilities and expertise for consideration in the selection process. Shortlisted Proposers may be asked to submit a Non-Disclosure Agreement prior to Discussions.

The date and time of the Demonstration/Discussion Sessions will be set by the University. However, these sessions are anticipated to be held the week of January 10th and per the Solicitation Schedule. Due to the UMGC global community’s participation in these sessions, the sessions will be conducted as video zoom call with an approximate start time of 7:00 A.M. EST. Proposers are advised to set this time period aside noted in the Solicitation Schedule. It is anticipated that the Demonstration/Discussion Sessions will last up to 90 minutes.

The purpose of the Demonstration/Discussion Sessions are as follows:

(i) to allow the University to see the capabilities of the online employee rewards program being offered;

(ii) to meet the Proposer's key personnel and to allow them to convey their expertise and applicable experience;

(iii) to discuss and clarify any and all aspects of the Proposal. In particular the proposed approach to the provision of services; and,

(iv) to provide an opportunity to clarify the scope of services.

The proposed key personnel (Lead Project Manager and Executive-in-Charge) as indicated in the technical proposal shall participate in the Demonstration/Discussion Session.

The Demonstration/Discussion Session will be informal as the University is not interested in solely a marketing presentation. The University is requesting a demonstration of the online rewards program and a discussion session with each of the shortlisted firms that allows ample time for the University and the Proposer to ask questions and discuss issues and concerns related to the scope of the engagement and the firm’s capabilities and qualifications.
2. **Second Phase Technical Evaluation/Final Technical Evaluation**

Following the Demonstration/Discussion Sessions held with the short listed firms, a **Second Phase Technical Evaluation** will be conducted. In the Second Phase Technical Evaluation all categories will be re-evaluated based on the Demonstration/Discussion Sessions. As well, firm and key personnel references may be incorporated.

The order of importance of the technical criteria will remain the same with the references for the Key Personnel and the Firm incorporated into the appropriate criteria. The order of importance will remain as follows:

1) Online Employee Rewards Program/Approach to Providing the Services  
2) Firm Profile/Firm Experience  
3) Account Management/Staffing of Contract

Note: It is UMGC’s intent to incorporate references of the Key Personnel and the Firm during the Second Phase Technical Evaluation. UMGC reserves the right to further shortlist prior to incorporating such references if deemed in its best interest.

Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement process. Proposers will be notified as to the results of the technical evaluation as the procurement progresses.

Once a final shortlist of proposals is established, the University will rank the technical proposals from highest to lowest.

END OF SECTION III, ARTICLE 2
SECTION III
PROCUREMENT PHASES AND EVALUATION PROCESS
ARTICLE 3
PRICE PROPOSAL/PRICE EVALUATION

1. **Price Proposals**

As provided on the Price Proposal form, Proposers are to quote a fixed price for the initial one-year hosting/license/subscription and all other services. Additionally, a not to exceed escalation percentage is to be provided for the hosting/license/subscription for optional renewal term(s). All costs are to be included in the fixed price as there are no reimbursables associated with the resulting contract. Pricing for optional products/modules are to be included.

An itemized breakdown of the program hosting/license/subscription, as well as the pricing and level of effort for the associated services showing the staffing by position and name, tasks anticipated hours by task, hourly rates, and cumulative total to be provided. Refer to ATTACHMENT C.

The hourly rates shall remain the same for the initial term of the contract. The University will use the fully loaded hourly rates to negotiate any potential changes to the original scope of work.

Implementation costs shall be quoted on a time and material basis based on the schedule proposed by the Contractor. UMGC will pay for actual hours spent at the quoted hourly rates for staff up to the quoted not-to-exceed amount. Any additional fees shall be approved by a contract amendment. Proposers are to provide a narrative of the various pricing options such as per user, per employee, site license, etc.

2. **Price Proposal Evaluation:**

Price Proposals will be evaluated based on the overall cost of the services. The University may elect to request Best & Final Price Proposal(s).

END OF SECTION III, ARTICLE 3
SECTION III
PROCUREMENT PHASES AND EVALUATION PROCESS
ARTICLE 4
FINAL EVALUATION/RANKING AND SELECTION

1. Final Ranking and Selection

Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer award to the Offeror whose proposal is determined to be the most advantageous to the University. Technical merit will have a greater weight than financial in the final ranking.

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

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

END OF SECTION III, ARTICLE 4

END OF SECTION III
APPENDIX A

TECHNICAL PROPOSAL FORMS

Bid Proposal/Affidavit

Acknowledgement of Receipt of Addenda Form
APPENDIX A

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 or offeror 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 or offeror 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, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

UMGC RFP# 91928 – ONLINE EMPLOYEE REWARDS PROGRAM
Page 24 of 63
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, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a 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, controlling stockholders, or any of its employees directly involved in the business’s contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

_________________________________________________________________________________________________________

_________________________________________________________________________________________________________

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

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,
(ii) 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: ____________________________________________________________________

(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

(1) "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.

(2) "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.

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

(4) 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):
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

(5) 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:
_________________________________________________________________________________________________________

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: __________________________________________________________________________________________

UMGC RFP# 91928 – ONLINE EMPLOYEE REWARDS PROGRAM
Page 28 of 63
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.:  91928

TECHNICAL PROPOSAL DUE DATE:  January 4, 2022 no later than 2:00 P.M. ET

RFP FOR:  ONLINE EMPLOYEE REWARDS PROGRAM

NAME OF PROPOSER:  ________________________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

   Addendum No. ___     dated ______
   Addendum No. ___     dated ______
   Addendum No. ___     dated ______
   Addendum No. ___     dated ______
   Addendum No. ___     dated ______

As stated in the RFP documents, this form shall be included in the Technical Proposal.

_______________________________________________________________________
Signature

_______________________________________________________________________
Name Printed

_______________________________________________________________________
Title

_______________________________________________________________________
Date

END OF FORM
APPENDIX B

PRICE PROPOSAL FORMS

Price Proposal

Level of Effort and Rate Card – Refer to Attachment C
PROPOSAL NO.: RFP 91928
PRICE PROPOSAL DUE DATE: February 2, 2022- anticipated - no later than 2:00 P.M.
PROPOSAL FOR: Online Employee Rewards Program
PROPOSER: ____________________________________________________
Federal Identification Number: ________________________________

**PRICE PROPOSAL**

Wendy Johnson  
University of Maryland Global Campus  
Procurement and Business Affairs  
3501 University Blvd. East, Room 4100  
Adelphi, MD 20783-8002

Dear Ms. Johnson:

The undersigned hereby submits the Price Proposal as set forth in RFP # 91928 dated __________, 202___ and the following subsequent addenda:

Addendum __ dated______
Addendum __ dated______
Addendum __ dated______
Addendum __ dated______

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

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the work as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, the 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. Implementation Fees: $_________________________

B. Initial year of license/subscription fee: $____________

   Based on 7000 employees. Proposers are to provide information regarding annual license fee increases.

C. Hosting Fees:
   Year 1: ______________, Year 2:__________, Year 3:__________, Year 4__________, Year 5: ______________

D. A Not to Exceed percentage increase for all fees (software, hosting, license) for renewal terms. _________%

E. Fixed price for program. Include an itemized breakout.

   $__________

F. Optional features are to be quoted separately.

Please quote for all other optional products/modules.

Attached to this Price Proposal Form is our firm's maximum fully loaded hourly billing rates for all personnel and staff positions that will be applicable through the initial term of the contract. We understand there are no reimbursable expenses allowed. These hourly rates will be used to negotiate any change order work, if any such changes become necessary during the course of the engagement. Refer to Attachment C - Level of Effort and Rate Card.

We understand that progress payments may be made upon acceptance by UMGC of established milestones met by Contractor. We confirm that this price includes all expenses and possible travel to and from UMGC facilities in Maryland.
We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect.

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

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

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

**A. INDIVIDUAL PRINCIPAL**

In Presence of Witness: _____________________________  
FIRM NAME _________________________  
ADDRESS _____________________________  
TELEPHONE NO. ____________________  
SIGNED _____________________________  
PRINTED NAME _________________________  
TITLE: _____________________________

**B. CO-PARTNERSHIP PRINCIPAL**

(NAME of Co - Partnership)  
ADDRESS _____________________________  
In Presence of Witness: _____________________________  
TELEPHONE NO. ____________________  
Printed Name: _____________________________  
BY _____________________________  
Printed Name: _____________________________  
BY _____________________________  
(Partner)

**C. CORPORATION**

(NAME of Corporation)  
ADDRESS _____________________________  
Attest: _____________________________  
TELEPHONE NO. ____________________  
[Printed Name of Corporate (or Assistant Corporate) Secretary]  
[Corporate (or Assistant Corporate) Secretary Signature for Identification]  
BY: _____________________________  
Signature of Officer and Title  
Printed Name  
Title
Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. ______________________________________
Name of Contractor ______________________________________
Address ______________________________________
City______________________________________ State________ Zip Code____________________________

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate. The living wage rate effective September 28, 2021 is $14.55 per hour. This living wage rate changes each year and is published 90 days from the end of the University’s fiscal year at https://www.dllr.state.md.us/labor/prev/livingoverview.shtml#current. The University’s fiscal year is July 1st through June 30th.

B. Contractor further agrees that UMGC has the right to conduct an independent audit by University internal auditors or State of Maryland auditors of the Contractor’s payroll records to confirm this affirmation at any time. Contractor also agrees to cooperate with UMGC to supply required documentation in the event that it is requested as support for this affidavit by the State of Maryland or an agency of the State of Maryland. Any information that is supplied by contractor under this Affidavit to UMGC, the State of Maryland or an agency of the State of Maryland will be subject to the terms of the Maryland Public Information Act.

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

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

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

Name of Authorized Representative: _______________________________________________________
_____________________________________________________________________________________
Signature of Authorized Representative     Date
_____________________________________________________________________________________
Title

Witness Name (Typed or Printed)

Witness Signature       Date
APPENDIX C  Contract Forms

Professional Services Agreement

Contract Affidavit
APPENDIX C

UNIVERSITY OF MARYLAND GLOBAL CAMPUS
CONTRACT #________

SAMPLE ONLY – DO NOT COMPLETE

PROFESSIONAL SERVICES AGREEMENT

________________________ __, 20__

CONTRACTOR: ______________________
Federal Employer ID: __-_________
Address: ____________________________
Contact Person: ______________________
Contact Phone: ______________________
Contact Email: ______________________

UMGC Ordering Office:
Project Coordinator:
Coordinator Phone:
Coordinator Email:

UMGC Procurement Officer/Contract Manager:
Phone Number:
E-mail address:
THIS CONTRACT (“Contract”) is made as of this _____ day of ____________, 2022 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 ________ _ 202_ and price proposal dated ________ __, 20_, and accepted by the University (“collectively Proposal”) in response to the Solicitation, and the University subsequently selected the Contractor as the awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

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

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

- This Contract Form (pages 1 through __);
- 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 _________________ __, 202_ through ________, 202_ unless otherwise extended, expired or terminated pursuant to this Contract. If applicable, there are _________ 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 accounts payable@umgc.edu. Contractor may also send the invoices to the UMGC Ordering Department (as noted on the cover
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

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.

10.19.6 COVID-19. The Contractor agrees: (a) that while its employees are physically on-site in any UMGC building, campus, facility, or classroom where UMGC is teaching or operating, that the Contractor’s employees shall comply with all present and future mandates, regulations, policies, and protocols of the University System of Maryland and UMGC with regard to COVID-19 to the same extent as are applicable to UMGC staff who work on site; (b) that upon request from UMGC, the Contractor shall provide written proof satisfactory to UMGC that the Contractor is complying with the requirement of this section, including but not limited to written proof of vaccination against COVID-19 by the Contractor’s employees; (c) that UMGC may deny admittance to the Contractor’s employees for failure to comply with any of the requirements of this section; and (d) that any failure to comply with any of the requirements of this section shall be a material breach of 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.

11. **LIVING WAGE**

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

11.2 The Living Wage Law does not apply to:

(1) A Contractor who:
   (A) has a State contract for services valued at less than $100,000, or
   (B) employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:
   (A) performs work on a State contract for services valued at less than $100,000,  
   (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or
   (C) performs work for a contractor not covered by the Living Wage Law as defined in Section 11.2(1)(B), in Section 11.2(3), or in Section 11.3.

(3) Service contracts for the following:
   (A) services with a Public Service Company;  
   (B) services with a nonprofit organization;  
   (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
   (D) services between a Unit and a County or Baltimore City.

11.3 If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

11.4 A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

11.5 Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

11.6 The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall
publish any adjustments to the wage rates on the Division of Labor and Industry’s Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

11.7 A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee’s wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.

11.8 A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.

11.9 Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

11.10 Information pertaining to reporting obligations may be found by going to the DLLR Website http://www.dllr.state.md.us/ and clicking on Living Wage.

12. SECURITY

12.1 Contractor shall adhere to UMGC’s Information Governance, Security, and Technology Policies. (http://www.umgc.edu/administration/policies-and-reporting/policies.info-governance-security-technology.index.cfm). UMGC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:

- Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
- Assessment of the contractor’s security and privacy controls.
- Including UMGC’s security and privacy requirements in the agreement
- Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.
12.2. The Contractor is the owner or authorized user of the Contractor’s software and all of its components, and Contractor software and all of its components, to the best of Contractor’s knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.

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

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

12.5. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.

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

12.7. On an annual basis, Contractor shall provide System and Organization Control (SOC) SOC 2 Type II based on data type, risks involved and negotiations with the third-party] reports or equivalent, for all services and facilities from which the services are provided. It is the Contractor’s responsibility that such Reports are provided under the terms and conditions of this Contract without the University being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as UMGC’s sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor’s efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of UMGC.

12.8. UMGC or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of UMGC data. Audits will be at UMGC’s sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will
be borne by the Contractor. In lieu of UMGC or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, UMGC has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.

13. NON-VISUAL ACCESS CLAUSE

The Contractor warrants that the information technology offered under this agreement (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Contractor further warrants that the costs, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology.

For purposes of this section, the phrase “equivalent access” means that the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

14. UNIVERSITY MARKS

The University hereby grants to Contractor and its University approved third parties, as may be applicable, for the term of this Contract a non-exclusive license to use, with the University’s approval, the University’s names, marks, or logos, only for the purposes providing services as required under this Contract. Contractor shall not alter the format, font, dimensions, colors, or other design elements of the University’s names, marks, and logos.

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

UNIVERSITY OF MARYLAND
GLOBAL CAMPUS

By: ________________________________  By: ________________________________
Name: _______________________________  Name: _______________________________
Title: _________________________________  Title: _________________________________
Date: _________________________________  Date: _________________________________
EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT

THIS Exhibit A to CONTRACT (“Contract”) ___________ is made as of this _____ day of ______________, 2022 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 A

CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

   Name: ____________________________________________________________

   Address: __________________________________________________________

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

C. 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:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated ____________, 20__, 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: __________________________________________________________
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.
Multiple proposals will not be accepted.

9. Contractor Responsibilities and Use of Subcontractors.
The University shall enter into contractual agreement with the selected Contractor(s) only. The Contractors(s) shall be responsible for all products and/or services required by this
RFP. UMGC will not 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.

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.

11. 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.

12. 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.

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).

14. 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.

15. 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.

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.

17. 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.

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.

19. 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.

20. **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.