REQUEST FOR PROPOSAL # 91726
FOR
ACADEMIC TRANSCRIPT AND DIPLOMA ORDERING SERVICES

ISSUE DATE: 07/23/2019

SIGNIFICANT MILESTONES   TIME:         DATE
Last Day for Questions   2:00 PM EDT   08/1/2019
Pre-Proposal Conference   NA
Technical and Price Proposal Due Date   2:00 PM EDT   08/13/2019
Oral Presentation and Discussion   TBD   08/30/2019

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

UNIVERSITY OF MARYLAND GLOBAL CAMPUS
3501 University Boulevard East
Adelphi, Maryland 20783
www.umuc.edu
SOLICITATION SCHEDULE

RFP #91726

Issue Date: July 23, 2019

Last Day for Questions: 2:00 PM EDT August 1, 2019

Pre-Proposal Conference: Not Applicable

Technical and Price Proposal Due Date: 2:00 PM EDT August 13, 2019

Oral Presentation/Discussion Session(s): August 30, 2019 2:00 – 3:30 PM

Contractor(s) Selection anticipated to be finalized: September 9, 2019

Agreement Executed by Selected Contractor: September 16, 2019

Contract Commencement: September 16, 2019

Note: These dates are tentative and subject to change as the Procurement progresses
## SECTION # | DESCRIPTION
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 | Solicitation Schedule
Section I | General Information
Section II | Scope of Work
Section III | Procurement Phases and Evaluation Process

APPENDIX A: Technical Proposal Forms
- Acknowledgement of Receipt of Addenda
- Bid/Proposal Affidavit
- Firm Profile
- Firm Experience and References

APPENDIX B: Price Proposal Forms
- Sample Price Proposal
- Living Wage Affidavit

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

APPENDIX D: Electronic Fund Transfer Schedule

APPENDIX E: Living Wage
- Living Wage Requirements
- Affidavit of Agreement

ATTACHMENT: 3rd Party Vendor Security Questionnaire
SECTION I. GENERAL INFORMATION

1. Summary.

1.1. Solicitation: The intent of this Request for Proposals (“RFP” or “Solicitation”) is to provide academic transcript services and diploma ordering and processing services firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of University of Maryland Global Campus (“UMGC”). Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal (“Proposal” or “Offer”) from an Offeror of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

1.2. Procurement Regulations: This RFP shall be conducted in accordance with USM Procurement Policies and Procedures. The procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html.

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

2. Issuing Office.

2.1. Issuing Office:

University of Maryland Global Campus
Office of Procurement, Room 4100
3501 University Boulevard East
Adelphi, MD  20783

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

AND:

Robert Powell
Buyer II, Goods and Services
301-985-7562
Robert.powell@umuc.edu

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

All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to Wendy Johnson and Robert Powell. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.

4. **Pre-Proposal Conference.**

A Pre-Proposal Conference will **not** be held.

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

5.1 An original, plus six (6) copies [for a total of seven (7)], as well as a flash drive of the Technical Proposal must be received at the Issuing Office by the time and date per the Solicitation Schedule, as well as listed on the cover of this RFP. Technical Proposals shall be clearly labeled “Technical Proposal RFP 91726”, and clearly indicate the proposing firm name. Electronic media shall not contain additional information that is not included in the proposal. No pricing information is to be provided in the Technical Proposal. If any pricing information is included, the Proposal may be deemed non-responsive by the Procurement Officer. Two (2) copies of each Sample are required. Samples are to be clearly labeled with the proposing firm name.

5.2 The Price Proposal is to be provided to the Issuing Office in accordance with the Solicitation Schedule and separate from the Technical Proposal. No pricing is to be provided in the Technical Proposal submittal. An original plus one copy [for a total of two (2)], of the Price Proposal must be received at the Issuing Office by the time and date per the Solicitation Schedule, as well as listed on the cover of this RFP. Offerors should clearly mark the original Price Proposal, as this is considered by UMGC to be the official Offer from the Proposer. The Price Proposal must be clearly labeled with “Price Proposal RFP #91726” and indicate the proposing firm name.

5.3 **Late Proposal submissions will not be accepted.** Proposals must be received in room 4100 no later than 2:00 PM on the due date. The University will not waive delay in delivery resulting from need to transport a Proposal from another campus location, or error or delay on the part of the carrier.

Directions to the UMGC Issuing Office can be found at the website [http://www.umuc.edu/visitors/locations/adelphi_building.cfm](http://www.umuc.edu/visitors/locations/adelphi_building.cfm). Please note that all visitors are required to check-in with the Security desk on the first floor of the Administration Building prior to proceeding to the Procurement Office on the fourth floor. Proposals will be time-stamped at the Procurement Reception desk.
5.4 Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.

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

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

By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP, including all addenda in total, shall be incorporated into the Contract by reference.

7. **Contractual Agreement and Term.**

It is intended that one (1) contract will result from this Solicitation to a firm that can perform both transcript and diploma ordering services. Multiple awards may be made only if in the best interest of the University.

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 initial term of the Contract is anticipated to start on or around September 16, 2019, through September 30, 2020. There will be five (1) one-year renewal options at the sole discretion of UMGC.

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

Refer to Appendix S for the terms of confidentiality of UMGC’s and Offeror’s information.

9. **Post-Award Confidentiality.**

Refer to Appendix C for the confidentiality obligations of awardees and UMGC.

10. **University Name Change.**

The University rebranded effective July 1, 2019. New artwork and design will be provided to the Contractor when available.
SECTION II. SCOPE OF WORK
ARTICLE 1. GENERAL

Academic Transcript Services

1. Objective:

UMGC seeks options for a transcript ordering and processing solution that will provide all students, regardless of status (active, inactive, alumni), a 24/7 option for transcript ordering that is quick, efficient, and trackable. The vendor providing this solution will provide transcript ordering and electronic transcript sending and receiving services for UMGC students worldwide. The chart below represents the number of transcripts processed from January, 2016 through December, 2018.

![Graph showing transcript processing numbers from 2016 to 2018]

Figures provided are for estimating purposes only, are not a guarantee of minimum transcript requests, and are subject to change during the contract term.

2. Introduction/Background:

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

As the largest public online university in the country, UMGC understands that its students want easy and quick access to, and results from, transcript ordering services. UMGC seeks a vendor that can provide an efficient method for staff to process transcripts utilizing enhanced technologies. UMGC currently receives requests through a vendor whom interacts with our current Student Information System (SIS) database system. For example, current students may request a transcript via a web based student portal transaction that interacts with the vendor, while alumni and non-active students are taken directly to the vendor to create an account and request their transcript. Inactive students would include students who have graduated or have been dismissed.

The scope of work for the Transcript Vendor Services includes all planning, execution, implementation, and training for the transcript ordering components on the vendor website and assistance with the UMGC website with any integration pieces required to support same at UMGC.

Students should be enabled to order a transcript electronically from anywhere in the world (that has an internet connection) as well as make payments, and receive automated updates about the status of their request via email or text. These transactions must be done in compliance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). UMGC would also like the option for the student to order a secure electronic transcript (e.g. secured PDF) that could be emailed or transmitted to their transcript recipient expeditiously. UMGC also seeks to develop the capacity to process transcript ordering in batch process which requires obtaining order requests from a vendor in a format that supports batch request uploads rather than processing by individual request. The following data depicts how transcript requests are received and their estimated amounts.
TRANSCRIPT REQUESTS FROM OTHER USM INSTITUTIONS AND ALLIANCE PARTNER INSTITUTIONS

As a state institution UMGC also maintains agreements with other University System of Maryland institutions and a select group of Alliance Partner Institutions that allow for transcripts free of charge for those Alliance Partner’s students. As noted in the chart below, approximately 26% of all transcript requests go to a USM institution and 17% go to Alliance Partner Institutions. The capability to offer a free transcript or assign a transcript fee for the transcript copy of $0 each should be addressed in the transcript vendor’s service provision.
ELECTRONIC TRANSCRIPTS:

UMGC desires to increase the percentage of all outgoing transcripts over the next 5 years to 90%. (Data provided from January 2016- December 2018). Below is a depiction of the current percentage of paper versus electronic transcripts processed.

Electronic Transcripts and requests from other institutions of Higher Education

Additional functionality is desired to allow the vendor’s transcript network member institutions to electronically exchange transcripts with UMGC in an acceptable format (preferably in TS130). UMGC also seeks to develop functionality that allows its own
students to electronically submit an authorization form to UMGC so that UMGC may request a transcript from another IHE. The issuing IHE should have the option to transmit the transcript via the vendor’s system, regardless of network membership. Alternatively, if the IHE can accept an electronic request sent through the vendor system, it may also choose to send an official hard copy document to UMGC.

**Current Workflow for Active Students**

### Active Students may request via the Student Portal Electronically

**Request for Transcript Received**
- Active Students login into the UMUC portal and then taken to the Vendor to process their official transcript request

**Vendor receives the request and then processes the student’s request through PeopleSoft**
- Vendor fulfills the request that the student selected either as mail, EDI, USM/ Alliance partnership (free), or Pick-up (walk-in’s)
- Students submit payment through the vendor
- If a student has a hold the request cannot be processed
- OOR staff processes any transcripts stuck in the system that are still pending or processing

**Vendor prints and processes all requests that come via the student’s UMUC portal or orders that come directly via the ordering system**
- OOR staff prints walk-in requests that are identified by the vendor
- All EDI requests or electronic transcripts are processed through the vendor and sent as requested
- OOR staff handles troubleshooting for EDI requests
- A ticket is sent to the vendor for issues with transcripts they mail
- Students are sent status updates on their requests

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Current Workflow for Non-Active Students

Request for Transcript Received
- Former or Alumni students are taken to a direct link from the vendor to create an account and login into the vendor
- The student would select their delivery method

Vendor receives the request and then processes the student’s request through PeopleSoft
- Vendor fulfills the request that the student selected either as mail, EDI, USM/Alliance partnership (free), or Pick-up (walk-ins)

Payment is taken through Vendor
- Students submit payment through the vendor
- If a student has a hold the request cannot be processed
- OOR staff process any transcripts stuck in the system that are still pending or processing

Vendor prints and processes all transcript requests that come via the student’s UMUC portal or orders that come directly via the ordering system
- OOR staff prints the walk-in request that are identified by the vendor
- All EDI requests or electronic transcripts are processed through the vendor and sent as requested
- OOR staff handles troubleshooting for EDI requests
- A ticket is sent to the vendor for issues with transcripts they mail
Responsibilities: UMGC

Where specifically stated, UMGC will be responsible for desired functionality and development.

Responsibilities: Contractor

1. Prior to executing an agreement with UMGC, Contractor must attest to the soundness of its information security program by completing a detailed security assessment questionnaire to ensure Contractor is complying with appropriate privacy laws and information security protocols set by ISO (International Organization for Standardization) and NIST (National Institute of Technology).

2. The selected Contractor will provide all services in compliance with FERPA and UMGC’s confidentiality terms.

3. The selected Vendor will provide services that include all planning, execution, implementation, and training.

4. The selected Vendor will be responsible for assuring the branding of UMGC on their website is completed as per specifications and feedback provided from UMGC as well as assisting on any interface between the vendor and UMGC’s website needed to support the process. This assistance may be in the form of technical specifications, etc.

Statement of Work/Deliverables:

The vendor will provide UMGC with the following transcript ordering and fulfillment services:

- A method to authenticate identity of the person ordering the transcript
- Ability for students to electronically request a transcript to be delivered on paper or electronically, including the ability for the university to include an EDI and/or XML file embedded within the secure PDF for delivery to any mail recipient
- Ability to receive electronic transcript request authorization forms so the student has a paperless ordering process. This shall include an option for student or requestor to sign consent of order online, as well as upload a consent form via attachment
- Inbound transcript data
- Ability to deliver the transcript electronically in real-time and in a secure manner (secure transmission, securely stored and delivered in a format that cannot be intercepted or modified in any way)
- Transcript request and delivery processes that meet and support student privacy under FERPA
- PCI compliant fee payments
- Web application for transcript ordering process that are browser and operating system neutral for all users. This application must function cleanly on modern desktop browsers
with prompt support for new versions as they are developed and brought to the marketplace.

- An option for automatic creation and delivery of a paper or electronic PDF transcript upon completion of the order, without manual user intervention
- Web application that functions accurately on common mobile device browsers (iPhone, IPAD, Android Phone, Tablet, etc.)
- Web-application services in an attractive and easy-to-use design, including UMGC branding
- Access to transcript ordering services 24/7, accessible from anywhere in the world where internet connection is obtainable
- User support for customers
- Immediate or quick automated email or text feedback to the customer throughout the process, including, but not limited to:
  - Acknowledging receipt of the transcript request
  - Notifying the customer that their request has been processed in the format of their choosing (e.g. text, email, etc.)
  - In the case of electronic transcript delivery, notifying the customer of the date and time that the transcript was opened, printed or saved
  - Assuring that the university staff who interact with the system can also see this information in case of student questions
- Mechanism for free transcripts to be provided if UMGC has an agreement with the requesting school to provide no cost transcripts
- Notification to UMGC when a transcript request is destined for one of the above schools, and in such a case, allow for inclusion of the EDI and/or XML information provided by the university within the secure PDF if necessary

The vendor shall provide support to external institutions who seek to request transcripts on their student’s behalf by:

- Providing a secure environment where a request may be made by another institution of higher education (IHE) for a transcript on behalf of the student
- Providing an interface that allows the IHE to upload a document containing the students signature release which meets FERPA requirements
- Providing an interface that allows the IHE to pay for, via common payment methods for online transactions (Visa, MC, AmEx, etc.), the transcript fee as part of the submission. This must be PCI compliant
- Providing a way for the requesting institution to add comments and other additional supporting documentation to the transcript order
- Providing tracking/feedback mechanisms (e.g. text, email) for IHEs that are provided to students to track the status of the document
• Providing a secure electronic document rather than a paper copy, where possible

The vendor shall provide the following implementation and maintenance support to UMGC:

• An interface between PeopleSoft and the vendor’s system for the transmittal of transcript requests and/or provide mechanism for UMGC to bulk download a file of requests in a format that is supported by People Soft for uploading in a batch process to create transcripts
• Mechanism for UMGC staff to query and obtain reports on the activity in the system
• Monthly reports of student activity
• Support for the different forms (Xml, TS130, PDF, etc.) of electronic transcripts to be received and sent, understanding that UMGC is the originator of outgoing data and will produce the specified file
• Technical support, and training as needed, to UMGC
• At least 15 different HOLD codes that identify the reason the student’s transcript is not being processed on vendor website application

The resulting implementation and maintenance shall not restrict or prohibit UMGC’s ability to receive electronic transcripts from IHEs, high schools, or other institutions, regardless of the sender’s vendor, service, or transcript network.
Chart of USM Institution Transcripts per Campus
January through December 2018

<table>
<thead>
<tr>
<th>Partner</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bowie State University</td>
<td>230</td>
</tr>
<tr>
<td>Coppin State University</td>
<td>80</td>
</tr>
<tr>
<td>Frostburg State University</td>
<td>120</td>
</tr>
<tr>
<td>Towson University</td>
<td>190</td>
</tr>
<tr>
<td>University of Baltimore</td>
<td>230</td>
</tr>
<tr>
<td>University of Maryland Baltimore County</td>
<td>170</td>
</tr>
<tr>
<td>University of Maryland Center for Environmental Science</td>
<td>20</td>
</tr>
<tr>
<td>University of Maryland College Park</td>
<td>630</td>
</tr>
<tr>
<td>University of Maryland Eastern Shore</td>
<td>75</td>
</tr>
<tr>
<td>University of Maryland, Baltimore</td>
<td>190</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1935</strong></td>
</tr>
</tbody>
</table>

Chart of Alliance Partner Institutions

<table>
<thead>
<tr>
<th>Alliance Partner Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alleghany College of Maryland</td>
</tr>
<tr>
<td>Anne Arundel Community College</td>
</tr>
<tr>
<td>Baltimore City Community College</td>
</tr>
<tr>
<td>Blue Ridge Community and Technical College</td>
</tr>
<tr>
<td>Bossier Parish Community College</td>
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<tr>
<td>Camden County College</td>
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<tr>
<td>Carroll Community College</td>
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<tr>
<td>Cecil College</td>
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<tr>
<td>Central Arizona College</td>
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<tr>
<td>Central Carolina Technical College</td>
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<tr>
<td>Central Georgia Technical College</td>
</tr>
<tr>
<td>Central Texas College</td>
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<tr>
<td>Chesapeake College</td>
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<tr>
<td>Coastline Community College</td>
</tr>
<tr>
<td>College of Southern Maryland</td>
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<tr>
<td>College of the Redwoods</td>
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<tr>
<td>College Name</td>
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<tr>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>Collin College (Dallas County)</td>
</tr>
<tr>
<td>Community College of the Air Force</td>
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<tr>
<td>Cumberland County College</td>
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<tr>
<td>Dallas County Community College (Dallas County)</td>
</tr>
<tr>
<td>Edmonds Community College</td>
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<tr>
<td>El Centro College (Dallas County)</td>
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<tr>
<td>Everett Community College</td>
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<tr>
<td>Finger Lakes Community College</td>
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<tr>
<td>Florida Keys Community College</td>
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<tr>
<td>Florida State College at Jacksonville</td>
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<tr>
<td>Frederick Community College</td>
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<tr>
<td>Garrett College</td>
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<td>Germanna Community College</td>
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<tr>
<td>Glendale Community College</td>
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<td>Gloucester County College</td>
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<tr>
<td>Hagerstown Community College</td>
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<td>Harford Community College</td>
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<td>Harper College</td>
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<tr>
<td>Harrisburg Area Community College</td>
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<tr>
<td>Honolulu Community College</td>
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<tr>
<td>Houston Community College System</td>
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<tr>
<td>Howard Community College</td>
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<tr>
<td>Ivy Tech Community College</td>
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<tr>
<td>Lansing Community College</td>
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<tr>
<td>Lone Star College System</td>
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<tr>
<td>Maricopa County Community College District</td>
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<td>Mercer County Community College</td>
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<td>Miami Dade College</td>
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<td>Mohave Community College</td>
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<tr>
<td>Mohawk Valley Community College</td>
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<tr>
<td>Montgomery College</td>
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<tr>
<td>Mountain View College (Dallas County)</td>
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<tr>
<td>North Lake College (Dallas County)</td>
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<tr>
<td>Northampton Community College</td>
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<tr>
<td>Northern Virginia Community College</td>
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<tr>
<td>Ocean County College</td>
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<tr>
<td>Oklahoma City Community College</td>
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<td>Onondaga Community College</td>
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<tr>
<td>Ozarks Technical Community College</td>
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<tr>
<td>Palomar College</td>
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<tr>
<td>Pennsylvania Highlands Community College</td>
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<tr>
<td>Phoenix College</td>
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<tr>
<td>Pikes Peak Community College</td>
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<tr>
<td>Pima Community College</td>
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<tr>
<td>Pittsburgh Technical Institute</td>
</tr>
<tr>
<td>Prince George's Community College</td>
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<tr>
<td>Rockland Community College</td>
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<tr>
<td>Rowan College at Gloucester County</td>
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<tr>
<td>Southwest Wisconsin Technical College</td>
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<tr>
<td>Stanly Community College</td>
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<tr>
<td>Stark State College</td>
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<tr>
<td>The Community College of Baltimore County</td>
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<tr>
<td>Thomas Nelson Community College</td>
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<tr>
<td>Tidewater Community College</td>
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<tr>
<td>Valencia College</td>
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<tr>
<td>Wor-Wic Community College</td>
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</tbody>
</table>

**Top 25 Transcript Receiving Institutions**

<table>
<thead>
<tr>
<th>Top Schools</th>
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<tbody>
<tr>
<td>Community College of the Air Force (CCAF)</td>
</tr>
<tr>
<td>American Public University (APUS)</td>
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<tr>
<td>Ashford University</td>
</tr>
<tr>
<td>Trident University International</td>
</tr>
<tr>
<td>University of Phoenix</td>
</tr>
<tr>
<td>Columbia Southern University</td>
</tr>
<tr>
<td>Embry Riddle Aeronautical University</td>
</tr>
<tr>
<td>Central Texas College</td>
</tr>
<tr>
<td>Excelsior College</td>
</tr>
<tr>
<td>Liberty University</td>
</tr>
<tr>
<td>University of Texas (All campuses)</td>
</tr>
<tr>
<td>Strayer University</td>
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<tr>
<td>DeVry University</td>
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<tr>
<td>Park University</td>
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<tr>
<td>Columbia College</td>
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<tr>
<td>University of Maryland College Park</td>
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<tr>
<td>Thomas Edison State College</td>
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<tr>
<td>National University</td>
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<tr>
<td>Western Governors University</td>
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<tr>
<td>Saint Leo University</td>
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<tr>
<td>Troy University</td>
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<tr>
<td>California State University (All Campuses)</td>
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<td>------------------------------------------</td>
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<tr>
<td>Capella University</td>
</tr>
<tr>
<td>Arizona State University</td>
</tr>
<tr>
<td>Texas A&amp;M University (All campuses)</td>
</tr>
</tbody>
</table>
Diploma Services

1. Introduction/Background:

University of Maryland Global Campus wishes to transition from the current manual process for the order and fulfillment of diplomas. Currently, UMGC is offering paper and electronic diplomas to students. UMGC is seeking an experienced firm able to continue providing the order and fulfillment of both electronic and paper diplomas, honorary degrees, certificates and transcripts. Other diploma-related items and services may be requested during the course of the contract term. It is anticipated that one (1) award will be made for this non-exclusive contract. The current contract for paper diplomas expires November 21, 2019.

UMGC is a University System of Maryland institution with a significant national and international presence. In recent years, UMGC enrolled more students worldwide than any other four (4)-year, degree-granting public university in the United States. UMGC is a world leader in on-line education. UMGC offers Bachelors, Masters and Doctoral degrees, as well as Undergraduate and Graduate certificate programs. UMGC awards degrees in the Adelphi, Maryland headquarters location as well as in Germany and Japan. In 2018, UMUC had more than 296,000 worldwide on-line course enrollments. Currently, UMUC offers 90 plus degrees, specializations, and certificates. In 2018, UMUC offered more than 1,000 distinct courses on-line. The Graduation Services unit within the Office of the Registrar is responsible for all diploma-related activities.

2. Scope of Work.

UMGC is seeking a vendor that can provide a streamlined process for the order and fulfillment of electronic and paper diplomas, transcripts, as well as certificates and honorary degrees. It is anticipated that there will be a transition period while the new order and fulfillment process is being implemented. The Contractor will be expected to demonstrate the ability to facilitate an efficient and streamlined process and deliver high-quality items in a timely manner. It is critical that UMGC’s graphic standards and editorial guidelines are followed. UMGC is relying on the Contractor to provide quality control and proofing for items in order to prevent errors in editorial guidelines. UMGC’s image depends upon the distribution of top quality materials.

Contractor Responsibilities:

- Have the ability to deliver both paper and electronic diplomas, certificates and other forms of credentials electronically and manually in a secure manner
- Have the ability for students and/or UMGC staff to electronically request either a paper diploma or an electronic diploma, or both
- Be responsible for expediting the correction of all mistakes and errors made by the Contractor
- Provide 24/7 ordering options, accessible from anywhere in the world
- Provide extended customer service hours
• Provide electronic confirmation and status of orders to students
• Provide electronic order tracking options
• Provide an option for the electronic storage of credentials earned by students
• Accept electronic and certificate orders from UMGC via the contractor’s portal
• Provide electronic transcripts to all graduates after each conferral
• Provide usage reports on all activities
• Provide student diplomas/certificates (estimated 25 per order) outside of the standard academic program and conferral periods with the same delivery turnaround times
• Provide services to include implementation, testing, execution and all training
• Provide unlimited support beginning at “Go-Live” date and continue throughout the contract term
• Provide all services in compliance with FERPA and UMGC’s confidentiality terms
• Provide a safe and secure area for storage of unused diplomas
• Provide a secure area for all plates. Plates used by the contractor will become the property of the University of Maryland Global Campus
• Monitor stock levels of all products
• Have the ability to insert flyers in diploma mailings
• Provide at least one experienced contractor representative to oversee all aspects of the contract
• Provide proofs in portable document format (“.pdf”) for review by UMGC, if requested.
• Provide a description of security protocols for the following:
  – the security of transmitted data from UMGC to the Contractor;
  – the security of student information during the processing of orders;
  – the storage of Personally Identifiable Student Information (PII) provided through the ordering process;
  – the process for delivering electronic diplomas in a secured electronic format; and,
  – the process for storing electronic diploma information after delivery.

Proposers may be asked to complete a UMGC Third-Party Security Assessment. Proposing firms shall provide a Payment Card Industry (“PCI”) compliance assessment with their technical response.

**Electronic Processing Requirements:**

In addition to paper and electronic diplomas, the Contractor shall have the ability to deliver paper and electronic transcripts, as well as other forms of credentials electronically in a secure manner while providing the Graduation Services unit a method to validate the credential before it is delivered electronically to the recipient. The document must be delivered to the recipient in a secured format, meeting industry security features for electronic credentials. UMGC currently receives requests from students to have their diplomas verified and notarized for various reasons
including overseas employment requirements. The electronic processing of documents shall contain certification that will skip the need for documents to be manually notarized. UMGC seeks to provide electronic processing as an additional option to students. UMGC currently has a diploma/certificate ordering process through a paper form which requires a hard signature and payment through the UMGC student portal. UMGC seeks a secure electronic ordering system which will allow the student to be verified, provide consent for the document to be sent to a selected recipient (which can include self), collect payment at the time of order (to be consolidated with UMGC), allow Graduation Services to verify the document and provide delivery messages. A process for re-orders shall be established. Administrative access shall be granted to UMGC Graduation Services staff (as designated) for portal use. Order history and historical reports shall be available along with automated messaging. Archiving options to be determined after award.

**Estimated Quantities** (includes Europe, Asia and Stateside):

The quantities listed are estimates only. Orders may be more or less depending on actual need.

**12,000** - Diplomas (awarded per year)

**4,000** - Average number of diplomas awarded per graduation term (spring, summer, and fall). This includes approximately 800 for Europe and Asia.

**900** - Certificates (awarded per year)

**300** - Average number of certificates awarded per graduation term. This includes approximately 80-100 for Europe and Asia.

Miscellaneous re-prints may be ordered on an as-needed basis during the year.

**Graduation Dates:**

Undergraduate programs and most Graduate degree and certificate programs:

- Fall Term Graduation: December 30
- Spring Term Graduation: May 30
- Summer Term Graduation: August 30

Two (2)-year MBA and MS programs:

- Fall Term Graduation: December 30
- Winter Term Graduation: March 30
- Spring Term Graduation: June 30
- Summer Term Graduation: September 30
Delivery Requirements:

All paper diplomas and certificates shall be shipped within ten (10) business days for order date. Emergency Rush orders and standard Rush options shall be available as needed. The Contractor shall mail diplomas directly to students in pre-approved mailing tubes, unless otherwise specified. Certificates shall be mailed in flat navy-blue folders. Contents must not be marred or damaged in any way. Any damage during shipment shall be the direct responsibility of the Contractor and shall be corrected immediately at no charge. Diplomas and/or certificates lost in transit will also be replaced at no cost by the Contractor. The Contractor shall mail diplomas and certificates directly to students based on mailing addresses provided by UMGC. Contractor shall have experience with international mailing and shall be responsible for mailing directly to students in UMGC’s European and Asia locations.

Product Specifications

Samples are available in the Procurement Office for review upon request.

The University has recently rebranded and has a new name and logo effective July 1, 2019. Signatures and artwork will be provided upon award.

UMGC Seal:
- Gold leaf, red 485, blue reflex, grey 428, black, white
- May be engraved and/or stamped
- Text is to be printed using thermography

Diplomas:
- Size: 11 x 14”
- Engraved UMGC seal
- Paper: 70# cover, acid free archival quality
- Includes name, degree name and date
- Multiple majors to be imprinted
- Appropriate signatures
- (No white sleeves)
- Quantity: 12,000 per year

Diploma Tubes:
- Three (3) piece telescopic
- Size: 2 x 11.5”
- Embossed navy-blue cardboard with outer ply
- UMGC seal flat stamped in gold ink
- Includes UMGC Return Address
- Quantity: 12,000

Diploma Covers:
- Size: 11 ½ x 14 ½”
- Engraved UMGC seal
Unpadded navy, PMS 282
Heavy stock
Satin both sides with white ribbon to hold diplomas
Limited quantity, to be produced as needed

Standard Certificates:
Size: 8 ½ x 11”
Paper: 70# cover, acid free archival quality (same as diploma paper)
Include name, degree name and date
Engraved UMGC seal
Signatures will vary
Print in several scripts
Quantity: 900 per year

Certificate Folders:
Size: 8 ½ x 11”
Style: Long Top Flap
Color: Navy Blue Gloss
Front: UMGC seal centered in gold foil
Quantity: 900

Honorary Degrees:
Size: 11 x 14”
No printed signatures
Engraved UMGC seal
Paper: 70# cover, acid-free archival quality
Awarded during the May ceremony
Quantity: Eight (8) per year

Diploma Mailers:
Size: 15 x 12.75”
Color: White coated board
Open end with zip and tear strip
Quantity: 1000

Certificate Mailers:
Size: 12.25 x 9.75”
Color: White coated board
Open end with zip and tear strip
Quantity: 900

Offeror’s technical response shall include:

- A detailed description and approach on providing the products and services requested.
- An implementation plan and approach in providing the requested services.
- A detailed project timeline from contract award to Go-Live date.
• A proposed transition plan.
• The number of business days required for delivery of all items to include both electronic and paper diplomas, certificates, transcripts, folders, honorary degrees, and diploma covers.
• The turnaround time for corrections on diplomas and certificates.
• Samples of diplomas, diploma covers, mailing tubes, and certificates similar to the University’s specifications. (All samples are to be labelled with Proposer name.)
• Additional services that may benefit the University.
• The procedures in place to ensure the accuracy of direct mail services.
• The security measures in place for the storage of plates, unused diplomas and the transmission of student data.
• The procedures in place to keep track of stock levels.
• The procedures in place for the destruction of damaged or unusable diplomas.
• A description of the types of electronic files your firm will accept.
SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 1. TECHNICAL PROPOSAL REQUIREMENTS

1. General Requirements.

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

1.2 Signing of Forms: A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

2. Initial Technical Criteria.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided and must be attached as an appendix rather than included within the body of the Proposal. Offerors must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria.

The following information must be furnished in the Technical Proposal per this solicitation, as more fully described below in items 2.1 through 2.10. Failure to include any of the items listed below may disqualify your firm’s response. The Technical Criteria, items 2.1 through 2.6, are listed below in order of importance. Offerors are requested to compile their Proposals in the same order. It is the Offeror’s responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for UMGC.

2.1 Methodology and Approach:

Describe in detail how your firm can provide the Services as outlined in the Scope of Work.
2.2 Products/Services:

Describe all relevant products and services provided by your firm.

2.3 Staffing Organization and Proposed Key Personnel Qualifications: (See Appendix A)

List the key personnel who will be assigned to UMGC’s account. Provide resumes describing their experience.

2.4 Firm Experience/Firm Profile: (See Appendix A)

Provide your firm’s experience including background, number of years in providing Services, location of headquarters. Provide at least three references and include point of contact, phone number, and email address.

2.5 Special/Unique Qualifications:

Provide characteristics or services that distinguishes your firm from others who provide these services.

2.6 Bid/Proposal Affidavit: Complete and sign the Bid/Proposal Affidavit enclosed in Appendix A and enclose with the Technical Proposal.

2.7 Insurance: Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Worker's Compensation, Automobile Liability Insurance, and Professional Liability.

2.8 Acknowledgement of Receipt of Addenda Form: If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (found in Appendix A) must be completed, signed, and included in the Offeror's Technical Proposal.

2.9 Acknowledgement of Review of Contract: The UMGC Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the University or the State of Maryland. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by UMGC. For accounting purposes only, UMGC may also issue a purchase order to the awarded Contractor.

2.10 3rd Party Vendor Security Questionnaire: Sent as a separate Attachment to the RFP Document.

Offerors may modify their Technical Proposals by hard copy or facsimile communication at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Offeror was mailed prior to the Proposal due date and time. Technical Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the University.
SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 2. TECHNICAL EVALUATION PROCESS

1. Qualifying Proposals.

1.1 Procurement Officer Review: The Procurement Officer shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP (i.e., susceptibility of award). Failure to comply with any mandatory requirement will normally disqualify a Proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so and when permitted by law.

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


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

2.2 Shortlisting: In accordance with the Evaluation Criteria set forth in Article 1, § 2, a shortlist may be developed based on the Initial Technical Evaluation results. All Offerors will be notified of the results as they pertain to their respective Technical Proposal.


3.1 Purpose: Based on the Evaluation Committee’s Initial Technical Evaluation, the University may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session (“Discussion Session”). The purposes of the Discussion Session are as follows:

(i) To provide the Offeror the opportunity to demonstrate its product;

(ii) To discuss and clarify aspects of the Technical Proposal. In particular, the proposed product, cost model options, approach/methodologies,
implementation process, schedule, staffing of the contract, and ongoing support of the product and other applicable professional services;

(iii) To allow the University to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed product and its implementation; and

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

3.2 Format: The Discussion Session will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting a demonstration of the proposed solution and an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. Ample time will be available for the University and the Offeror to ask questions and discuss issues and concerns related to the product, the scope of the services, and the Offeror’s capabilities and qualifications. We anticipate that the Discussion Session will be approximately 60 minutes in length.

Each shortlisted Offeror will be required to have the following key personnel attend the Discussion Session: UMGC’s Account Representative (primary point of contact to be assigned to UMGC for the duration of the project) and if known, Project Manager and (if applicable) the Lead Technical Consultant for the Implementation Services. Following the Discussion Session, additional follow-up, clarification documentation may be requested of each Offeror.

3.3 Date: The times and dates for the Discussion Session(s), if any, will be set upon completion of the Initial Technical Evaluation; however, it is anticipated that the Discussion Session(s) will be conducted on the times and dates listed per the Solicitation Schedule, as well as on the cover of this RFP. Offerors are therefore advised to set this(ese) date(s) aside in its (their) entirety on the calendars of the appropriate key personnel.


4.1 Criteria: Following the Discussion Session held with shortlisted Offerors, a Second Phase Technical Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Technical Proposals of shortlisted Offerors, incorporating assessments of the Discussion Session and outcomes of reference checks. The University reserves the right to determine that an Offeror is not shortlisted prior to completing reference checks. The order of Evaluation Criteria remains the same.

4.2 Process: 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. All Offerors will be notified of the results of the Technical Evaluation as they pertain to their respective Technical Proposals. It is UMGC’s intent to incorporate references prior to establishing the final shortlist of proposals. Once a final shortlist of proposals is established, the Committee will rank the remaining Technical Proposals from highest to lowest.
SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 3. PRICE PROPOSALS

1. Submission.

The Price Proposal is to be provided to the Issuing Office in accordance with the Solicitation Schedule. Offerors shall use the Price Proposal form included in Appendix B. Price Proposals must arrive at the Issuing Office by August 13, 2019 on or before 2:00 PM to be considered. Price Proposals must be in a sealed package. Offerors should clearly mark the original hard copy of the Price Proposal, as this is considered by UMGC to be the official Offer from the Proposer.

2. Content.

The Price Proposal should consist of quoting all fees associated with the services as outlined in the Solicitation document. Refer to Appendix B. The University will consider adjustments to fees only based upon increases in the Consumer Price Index (CPI), as published by the Bureau of Labor Standards in February of the appropriate year (i.e., for 01/10/2020 renewal the University will look at the CPI published for February 2018, and so on). Requested increases above a 5% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit a request in writing to the UMGC Procurement Office sixty (60) days prior to the end of the initial term. The University will not consider late requests for adjustments to rates. Increases that are cumulative for prior years will not be considered; for example, if the Contractor does not request an increase for the first renewal year and then requests an increase for the second renewal year, the Contractor cannot include a cumulative amount which includes the first renewal year.

The University reserves the right to terminate the Contract at any time upon giving thirty (30) days written notice.

3. Evaluation.

Price Proposals will be evaluated based on the total cost of the products and/or services requested above. The University may elect to request Best and Final Price Proposals (BAFO’s).
SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS
ARTICLE 4. FINAL EVALUATION, RANKING AND SELECTION

1. Recommendation of Award or Further Discussions.

The Committee may recommend an Offeror for contract award(s) based upon the Offeror’s Technical Proposal and Price Proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State of Maryland, the Committee may recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

2. Final Ranking and Selection.

2.1 Process: Following evaluation of the Technical Proposals and the Price Proposals (and Best and Final Offers, if applicable), the Evaluation and Selection Committee will make an initial overall ranking of the Proposals and recommend to the Procurement Officer the award of the contract to the Offeror whose Proposal is determined to be the most advantageous to the University and the State of Maryland. 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. All Offerors will be notified of the award selection.

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

2.3 Negotiations: The University may select for award one or more Offeror(s) to negotiate the terms and conditions of the Contract. The University reserves the right to make an award with or without negotiation.

3. Debriefing.

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

3.2 Discussion: Debriefings shall be limited to discussion of the Offeror’s Proposal only and shall not include a discussion of a competing Offeror’s Proposal. The debriefing may include information on areas in which the unsuccessful Offeror’s Proposal was deemed weak or insufficient. The debriefing may not include discussion or dissemination
of the thoughts, notes, or ranking from an individual Evaluation Committee Member. A summary of the Procurement Officer’s rationale for the selection may be given.
APPENDIX A

TECHNICAL PROPOSAL FORMS

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

A1. Acknowledgement of Receipt of Addenda Form
A2. Bid/Proposal Affidavit
A3. Firm Profile
A4. Firm Experience and References
APPENDIX A.1

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91726

TECHNICAL PROPOSAL DUE DATE: August 13, 2:00 PM

RFP FOR: Academic Transcript and Diploma Ordering Service

NAME OF OFFEROR: ____________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _______ dated __________
Addendum No. _______ dated __________
Addendum No. _______ dated __________
Addendum No. _______ dated __________
Addendum No. _______ dated __________

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

__________________________________________
Signature

__________________________________________
Printed Name

__________________________________________
Title
APPENDIX A.2

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT: I am the (title) ___________________________ _________ and the duly authorized representative of (business) ___________________________ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. NOT USED

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

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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

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

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

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_________________________________________________________________________________________________________
D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

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

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

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

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

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;

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

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, 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, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

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

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

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

K. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

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

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

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

   c. Prohibit its employees from working under the influence of drugs and alcohol;

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

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

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

      i. The dangers of drug and alcohol abuse in the workplace,

      ii. The business' policy of maintaining a drug and alcohol-free workplace,

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name:  ______________________________________________________________________
Address:  ______________________________________________________________________

(If not applicable, so state.)

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a _bona fide_ employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a _bona fide_ employee or agent, any fee or any other consideration contingent on the making of the Contract.

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

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

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

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

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

P. ACKNOWLEDGMENT

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

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

Date: ____________________  By: ____________________

(Authorized Representative and Affiant)

Company Name: __________________________________________________________________________________________

FEIN No: ________________________________________________________________________________________________
APPENDIX A3 FIRM PROFILE

1. Company Name: _____________________________________________________________
   FED ID Number: ______________ Website Address: ____________________________

2. Company Address: ________________________________________________________
   The primary office serving UMGC needs: _______________________________________

3. Primary Telephone Number: ________________________________________________

4. Years in Business: _________________________________________________________

5. Services provided: _________________________________________________________
   __________________________________________________________________________
_____________________________________________________________________________

6. Number of permanent full-time employees at all locations serving this contract: _______

7. Company Management: Provide names and years with the Company:
   President/Owner: ____________________________ #Yrs. w/Co. ______________
   Project Manager (PM) who would handle this account:
   __________________________________________________________________________
   #Yrs. w/Co. ______________
   e-mail address: _____________________________________________________________
   Lead Technical Consultant - Implementation who would work with UMGC:
   __________________________________________________________________________
   #Yrs. w/Co. ______________

8. Primary contact person for this Solicitation:
   Name: ____________________________
   Email: __________________________________________________________
   Phone: ____________________________________________________________________

9. Proposing firms shall provide a Payment Card Industry ("PCI") compliance assessment
   with their technical response.
APPENDIX A4  FIRM EXPERIENCE AND REFERENCES

Provide names, contacts and telephone numbers of at least three (3) educational institutions with which you have provided both transcript and diploma ordering services. References should be comparable to UMGC’s requirements. List previous experience with any University System of Maryland campus. These will be used for Reference checks as well as evaluating experience. UMGC may contact other references, including itself as part of the evaluation.

1.  **Institution Name:** ____________________________________________
    Contact Name: ___________________________  e-mail
    Contact Phone Number: ___________________________  $ Value: ___________________________
    Services provided (include dates) ____________________________________________
    ____________________________________________
    Account Manager: _______________________________________________________

2.  **Institution Name:** ____________________________________________
    Contact Name: ___________________________  e-mail
    Contact Phone Number: ___________________________  $ Value: ___________________________
    Services provided (include dates): ____________________________________________
    ____________________________________________
    Account Manager: _______________________________________________________

3.  **Institution Name:** ____________________________________________
    Contact Name: ___________________________  e-mail
    Contact Phone Number: ___________________________  $ Value: ___________________________
    Services provided (include dates): ____________________________________________
    ____________________________________________
    Account Manager: _______________________________________________________

4.  **Institution Name:** ____________________________________________
    Contact Name: ___________________________  e-mail
    Contact Phone Number: ___________________________  $ Value: ___________________________
    Services provided (include dates): ____________________________________________
    ____________________________________________
    Account Manager: _______________________________________________________


APPENDIX B

PRICE PROPOSAL FORM

and

Living Wage Affidavit - as applicable
Dear Ms. Johnson:

The undersigned hereby submits the Financial Proposal as set forth in RFP #91726 dated July 23, 2019, and the following subsequent addenda:

Addendum ____ dated __________
Addendum ____ dated __________
Addendum ____ dated __________
Addendum ____ dated __________

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

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to provide services as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, 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. Attached to this Price Proposal Form is our firm's rates for all services and fees. We understand that the fees provided include all costs and expenses associated with scope of services as outlined in the RFP. We understand that there are no reimbursable associated with the resulting Contract.

We understand that by submitting a proposal we are agreeing to the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect. The evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents. We understand that technical weighs greater than financial.
We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Project Manager and any other Key People named within our Technical Proposal will be assigned to the UMGC Contract for the duration of this Contract. We understand that no changes in these assignments will be allowed without written authorization from the University 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**

In Presence of Witness: ____________________________

NAME OF CO-PARTNERSHIP __________________________________

ADDRESS ____________________________________________

TELEPHONE NO. ________________________________________

SIGNED BY __________________________________________________________________

PRINTED NAME _________________________________________

AS TITLE ____________________________________________

In Presence of Witness: ____________________________
C. CORPORATION

NAME OF CORPORATION
_______________________________________________________

ADDRESS___________________________________________________________________

TELEPHONE NO. ____________________________________________________________

BY________________________________________________________________________

PRINTED NAME ______________________________________________________________

AS OFFICER AND
TITLE________________________________________________________

Attest:

Printed Name of Corporate (or Assistant Corporate) Secretary

Corporate (or Assistant Corporate) Secretary Signature for Identification
APPENDIX B  PRICE PROPOSAL FORM
This is a sample price list and not all-inclusive. All pricing shall be outlined clearly in your proposal

**Transcript Related:**
- License Fees: $____________________
- Implementation Fees: $____________________
- Maintenance Fees: $____________________
- Technical Support Fees: $____________________
- Internet Site Branding Fees: $____________________
- Cost Per Transcript: $____________________

**Diploma Related:**
The following items shall be clearly outlined:
- Postage options
- Processing options
- Rush Fees
- Pricing for combination orders
- Revenue generating process

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All other possible fees, as well as optional fees, are to be itemized.

_______________________________________________ Proposer

______________________________________________ Date
APPENDIX C.1

SAMPLE CONTRACT DO NOT COMPLETE

UNIVERSITY OF MARYLAND GLOBAL CAMPUS

CONTRACT #________

___________ __, 2019

CONTRACTOR:  _________________
Federal Employer ID:  __-_________
Address:   ________________________
________________________
Contact Person:  ________________________
Contact Phone:  ________________________
Contact Fax:   ________________________
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 ____________, 2019 by and between __________________________, a corporation organized under the laws of the State of ____________, with offices at ________________________, ___________, ___, hereinaafter 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 _________, ________, 2019, 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 ________ 2019 and price proposal dated _____________ 2019, 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 ____________ 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 date of execution _______________ __, 2019 through __________ __, 201_ unless otherwise extended, expired or terminated pursuant to this Contract.

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 not to exceed $1,000,000. 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 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 proposal 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

Contractor’s fees shall not exceed the rates set forth in the Contract per the Contractor’s price proposal dated ______________. The aggregate maximum fee for all Contracts resulting from this Solicitation shall not exceed $1,000,000. Total fees for any and all services under this contract shall not exceed the maximum amount.

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

3.2.1 Payment requests (invoices) shall be submitted electronically to the Accounts Payable Department, University of Maryland Global Campus, 3501 University Boulevard East, Adelphi, MD 20783-8002 at accountspayable@UMGC.edu.
Contractor may also send the invoices to the UMGC Ordering Department (as noted on the cover page of this Contract). The University’s current Purchase Order number, issued for accounting purposes only, must be noted on all invoices.

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

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

4. WORK PRODUCT

4.1 Contractor shall complete all reports and presentations required by the University and other reports as requested.

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

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

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

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

10.19.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
10.19.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

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

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

10.19.5 To the extent that personal data is disclosed, it shall comply with 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.

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. 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.

13. SECURITY

13.1 Contractor shall endorse UMUC’s requirement to adhere to the University System of Maryland’s (USM) IT Security Standards (http://www.usmd.edu/usm/adminfinance/itcc/ITSecResource.html). UMUC 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 UMUC’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.

13.2 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.
13.3 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.

13.4 Report any confirmed or suspected breach of University data to UMUC’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 UMUC CIRT within 12 hours of discovery or detection.

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

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

13.7 On an annual basis, Contractor shall provide Service Organization Control (SOC) SOC 2 Type Report 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 UMUC’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 UMUC.

13.8 UMUC 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 UMUC data. Audits will be at UMUC’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 UMUC or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, UMUC 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.
IN WITNESS WHEREOF, the parties, by their authorized representatives have executed this Contract.

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EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT

THIS Exhibit A to CONTRACT (“Contract”) __________ is made as of this ____ day of __________, 2019 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” or “University”), 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.

Description of Scope of Work:
APPENDIX C.2

CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) ___ 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:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:
To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated ________________, 2019, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: ________________ By: ________________________________
APPENDIX D

ELECTRONIC FUND TRANSFER SCHEDULE
Payments to Contractors by Electronic Funds Transfer (EFT)

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

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

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland, located at: http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/.
APPENDIX E

LIVING WAGE REQUIREMENTS

1. Living Wage Requirements – Appendix E.1

2. Affidavit of Agreement Maryland Living Wage Requirements-Service Contracts – Appendix E.2
APPENDIX E.1

Requirements

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

As of 9/28/2017, Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least $13.79 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. As of 9/28/2017, if State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least $10.36 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

The contract resulting from this solicitation has been determined to be a Tier 1 contract.
APPENDIX E.2

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, 2017 is $13.79 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/livingwage.shtml](https://www.dllr.state.md.us/labor/prev/livingwage.shtml). 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