Maintenance Services for Apple® Hardware and Software

Solicitation # 91753

Issue Date: August 1, 2019

Due Date for Proposals: Thursday, August 15, 2019 2:00 PM EDT

Submit responses (e-mail submittals are acceptable) to:

Lauren Jaber
Senior Buyer, Technology Procurement
lauren.jaber@umuc.edu
301-985-7415

and

Phan Truong
Senior Buyer, Technology Procurement
phan.truong@umuc.edu
301-985-7143

All questions are to be submitted via e-mail solely to the above-referenced person(s) no later than Thursday August 8, 2019 2:00 PM EDT.
1 Business Need

1.1 Purpose. University of Maryland Global Campus ("UMGC") is seeking an Apple® Authorized Service Provider to provide weekly on-site maintenance and technical support for Apple® and/or Macintosh® computers, laptops, and servers currently housed in UMGC's Office of Marketing at 3501 University Boulevard East, Adelphi, Maryland 20783. UMGC is requesting pricing for a new Agreement effective October 1, 2019.

Our Marketing staff work primarily in Mac OS X® design environment. Special projects will also be required on an as-needed basis.

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

For more information about UMGC, visit: http://www.umuc.edu/visitors/about/.

1.3 Term. The contract arising from this Solicitation shall commence on or around October 1, 2019 with an initial term of two (2) years. UMGC may, at its sole option, elect to renew the contract for a period, or periods, not to exceed two (2) additional one (1)-year terms. The maximum fee for the contract shall not exceed $200,000.00. Total fees for any service shall not exceed the maximum fee.

2 Scope of Services

Currently, services will be performed in the Adelphi, Maryland location specified above. Locations may change or be added in the future as the University expands. The awarded contract will consist of two (2) service areas as outlined below: Routine Maintenance and Non-Routine Maintenance.

2.1 Routine Maintenance. At UMGC’s discretion, weekly [one (1) day per business week] scheduled maintenance calls are required to service the contracted Apple® hardware and software, along with the overall network health. Each weekly site visit will average about eight (8) hours and will be during core business hours, i.e., 9:00 AM – 5:30 PM, Monday through Friday. There is no guarantee of the number of hours to be worked: eight (8) hours per week is an estimate. Routine Maintenance services provided will include, but not be limited to, the following:
• Desktop and laptop maintenance and upgrades;
• Software installation and upgrades, including OS testing and installation;
• Networking and access (in conjunction with UMGC IT staff);
• Server maintenance, patching, and OS upgrades;
• Cloud Offsite backup and disaster recovery (approximately 12TB, and expanding).

2.1.1 Hardware Support. The following equipment currently requires routine maintenance and service. Other equipment may be added throughout the contract year as needed:

• **Desktops/Laptops**
  - iMac®
  - Mac Pro®
  - MacBook

• **Server**
  - Mac Mini
  - Mac Pro®

• **Storage**
  - EVO SAN w/ 2 quad expansions
  - G-Raid 64TB Replica
  - QNAP tertiary storage

2.1.2 Software Support. Software support is conducted in conjunction with UMGC IT staff. UMGC is responsible for software procurement while the contractor is expected to provide technical support and software updates. Software currently in use at UMGC includes, but is not limited to:

• Adobe Creative Cloud
• Microsoft Office
• Extensis - Portfolio™ and Universal Type Server – The awarded contractor must have the ability to work with Extensis. The Contractor is expected to troubleshoot any software issues directly with the Extensis.
• Final Cut Pro X
• CatDV Server
• SNS - ShareBrowser

2.2 Emergency (Non-Routine) Maintenance. Additional services may be required outside of the weekly eight (8) hour on-site scheduled maintenance for other projects, services, and emergencies. These services include, but are not limited to, new equipment installs, repairs, restoration from back-ups, software and hardware upgrades, and
telephone support. The initial estimate for these additional services is approximately 100 hours annually. This may be more or less depending on actual need. Emergency (Non Routine) Maintenance shall be scheduled (or requested) at the sole discretion of UMGC. There is no guarantee of actual hours required.

- Emergency maintenance will be determined by the Project Coordinator, as specified in the awarded contract, or the Project Coordinator's designee.
- Response time required for on-site emergency maintenance support will be 24 hours from initial notice.
- Response time required for remote emergency maintenance support will be two (2) hours from initial notice.
- Emergency maintenance response times, outside of UMGC’s core business hours of Monday through Friday from 9:00AM to 5:30PM, will be determined on an as-needed basis.

**Routine maintenance services are to be launched by October 1, 2019.**

### 3 Solicitation Response Requirements

Proposals must indicate full comprehension of the Services required and include a narrative of how Proposer will provide such Services to the University.

It is the Proposer's responsibility to tailor its responses to the proposal requirements indicated in paragraphs 3.1 through 3.4 below to demonstrate its qualifications to perform the required Scope of Services as provided in Section 2. Proposers are requested to compile their proposals in no more than twenty (20) pages, including the Price Proposal Form.

Due to travel time, it is desired that the awarded contractor have a local presence in the Washington, DC Metropolitan Area.

#### 3.1 Approach and Methodologies.

The Proposer is to provide a narrative of how the firm will provide the requested services in the Scope of Services. Include in this narrative:

A. Description of the proposed Monthly Maintenance Services outlined in Section 2. Scope of Services;

B. UMGC resource needs and responsibilities in the Approach; and,

C. Any assumptions in the Approach.
3.2 Company Profile/Demonstration of Prior Work.

The Proposer is to provide a narrative regarding the Company Profile and demonstration of similar work with other clients (higher education clients are preferred), to include the following elements:

A. Apple® Certification information.

B. Specifications and details of Apple® Partner Service Agreement.

C. Number of years providing Apple®/Macintosh® support and service and for what products.

D. A list of three (3) references from past clients, preferably higher education customers with similar requirements.

*Note regarding references*: It is imperative that the contact names and telephone numbers given for the contacts/clients listed for the proposed personnel are accurate. The contact person should be capable of speaking to the person’s capability in performing the services required. References will be held in the strictest of confidence.

UMGC reserves the right to verify all information given, if it so chooses, as well as to check any other sources available, including itself, even if not provided as a reference by the Proposer.

3.3 Staffing of the Contract and Resumes of Key People.

The Proposer is to provide the following:

A. Organization Chart of the proposed personnel, including names, titles, and roles/responsibilities.

B. The name, resume and all training of the dedicated service technician(s). Provide copies of related Apple® certificates to include hardware, servers, and software earned by the designated service technician(s).

C. The name and resume of the dedicated sales representative(s).

Note: The same service technician(s) is/are to be dedicated to the UMGC account each week. Only authorized Apple® technicians will be considered. The service technician will wear an identifiable article of clothing (badge, shirt, etc.) that establishes them as working on behalf of the contractor.
3.4 Pricing.

For Sections 2.1 and 2.2, provide pricing as fully-loaded hourly labor rates for the proposed labor categories in accordance with the provided Price Proposal Form, Attachment A.

The Contractor must be able to accept the University’s purchase order and credit card for payment purposes. No additional bank fees are to be added to the credit card charge.

4 SOLICITATION SCHEDULE

Solicitation Issue Date: Thursday, August 1, 2019
All Questions Submitted By: Thursday, August 8, 2019 2:00 PM EDT
Proposal Due Date and Time: Thursday, August 15, 2019 2:00 PM EDT
Vendor Discussions (if requested): Week of September 9, 2019
Anticipated Award Date: Wednesday September 18, 2019
Anticipated Start Date: Tuesday October 1, 2019

5 TERMINATION FOR CONVENIENCE

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

6 PROJECT MANAGEMENT

UMGC’s Marketing Department will be providing the management services for this contract.

7 SUBMISSION AND EVALUATION OF THE PROPOSALS

Technical and Price Proposals are to be provided by the due date noted in Section 4. Solicitation Schedule at page 6 of this Solicitation. Proposals must be submitted electronically to:

Lauren Jaber
Senior Buyer, Technology Procurement
lauren.jaber@umuc.edu
301-985-7415

and

Phan Truong
Senior Buyer, Technology Procurement
By submitting the Proposals electronically, proposing firm is granting UMGC permission to distribute the Proposals to internal UMGC staff for evaluation purposes.

Proposals must be submitted by an individual of the firm who can bind the firm to all contents of the response.

Proposals will be evaluated for technical merit as well as price. Proposals will be evaluated for the firm that provides the most advantageous proposal to UMGC considering technical approach to providing the Solution, firm profile and experience, and price. The University may shortlist and schedule discussions with the shortlisted firms. Vendor Discussions, if needed, will be held the week of September 9, 2019. The proposed Project Manager or Lead Consultant is to attend this session, preferably in person; however, in order to meet the procurement schedule, UMGC may consider such sessions to be held via Zoom or teleconference.

The technical aspects of the response will weigh greater than the price, that is, a Contractor’s response evaluated to be more technically responsive even though it has a higher associated price, may be awarded the Contract. The decision as to the "most advantageous" is solely at the University’s discretion.

Further information may be requested by the University during the evaluation process.

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

8 RESULTING CONTRACT, NON-DISCLOSURE AGREEMENT AND WORK PRODUCT

A University contract will be issued to the selected firm. In responding to this Solicitation, proposers are accepting that they will agree to execute the attached Agreement including mandatory Terms and Conditions for contract award. As part of the attached Agreement, the awarded contractor shall be entering into a Non-Disclosure Agreement with UMGC for confidentiality and protection of UMGC’s intellectual property. (Refer to Article 7 of the Agreement). The resulting contract shall be a not-to-exceed amount. All work product and documentation shall be regarded as “work for hire” and are the property of the University of Maryland Global Campus, and may not be copied or reproduced without its expressed written permission.

Attachments: Attachment A – Price Proposal Form
Attachment B – SAMPLE UMGC Professional Services Contract
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:_____________________________

VENDOR NAME__________________________
ADDRESS__________________________
TELEPHONE NO._____________________
SIGNED__________________________
PRINTED NAME__________________________
TITLE:__________________________

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co-Partnership)__________________________
ADDRESS__________________________

In Presence of Witness:__________________________

TELEPHONE NO._____________________

Printed Name:__________________________

__________________________ as to

__________________________ as to

BY:__________________________ (Partner)

Printed Name:__________________________

__________________________ as to

__________________________ as to

BY:__________________________ (Partner)

C. CORPORATION

(Name of Corporation)__________________________
ADDRESS__________________________

Attest:__________________________

[Printed Name of Corporate (or Assistant Corporate) Secretary]

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

BY:__________________________

Signature of Officer and Title

__________________________

Printed Name

__________________________
**ATTACHMENT A**

Price Proposal Form (attached as Microsoft Excel file to the Solicitation email)

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**UMGC Solicitation 91753 Rate Card**  
**Proposer Name:**___________________

<table>
<thead>
<tr>
<th>Role Name</th>
<th>Fully Loaded Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine Maintenance</td>
<td>$</td>
</tr>
<tr>
<td>Emergency Maintenance - <strong>On-Site</strong></td>
<td>$</td>
</tr>
<tr>
<td>Emergency Maintenance - <strong>Remote</strong></td>
<td>$</td>
</tr>
<tr>
<td>Emergency Maintenance - <strong>On-Site - Non-Business Hours</strong></td>
<td>$</td>
</tr>
<tr>
<td>Emergency Maintenance - <strong>Remote - Non-Business Hours</strong></td>
<td>$</td>
</tr>
<tr>
<td>(additional roles as needed)</td>
<td>$</td>
</tr>
</tbody>
</table>

*Must be the named personnel who were proposed in firm's Technical Proposal.  
*Hourly rates are to be fully-loaded, inclusive of travel.*
Attachment B

Sample UMGC Professional Services Contract

SAMPLE CONTRACT – DO NOT FILL OUT

UNIVERSITY OF MARYLAND GLOBAL CAMPUS
CONTRACT #XXXXX

___________ __, 201__

CONTRACTOR: ________________
Federal Employer ID: __-________
Address: __________________________________________
_________________________________________________
Contact Person: ____________________________
Contact Phone: ____________________________
Contact Fax: ____________________________
Contact Email: ____________________________

UMGC Ordering Office:
Project Coordinator:
Coordinator Phone:
Coordinator Fax:
Coordinator Email:
THIS CONTRACT ("Contract") is made as of this _____ day of ____________, 201__ by and between __________________________, a corporation organized under the laws of the State of __________, with offices at ____________________________, hereinafter referred to as "Contractor," and the University of Maryland Global Campus ("UMGC"), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

RECITALS

The University issued solicitation documents (Reference ____________) ______ on ________, ______, 201__, 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 ________ _ 201_ and price proposal dated ________ __, 201_, and accepted by the University ("collectively Proposal") in response to the Solicitation, and the University subsequently selected the Contractor as the awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.1 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:

   o This Contract Form (pages 1 through __);
   o If applicable, The Solicitation #_________ and all amendments to the solicitation, or absent a Solicitation, the UMGC request for submittal of a Proposal;
   o Contractor’s Technical Proposal dated ___________ as to Sections ___ only and Price Proposal dated ___________; and,
   o 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 ____________ __, 201__ through ________ __, 201__ unless otherwise extended, expired or terminated pursuant to this Contract. If applicable, there are ____ 12-month renewal options at UMGC’s sole option.

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

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

2.3 The UMGC Office of ______ will designate a staff member to act as coordinator (“Project Coordinator”) between UMGC and the Contractor. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other UMGC personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other UMGC offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.

2.4 The professional services team for the Project shall be the same team identified in the Contractor's submittal responding to UMGC's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to UMGC's approval, and notify UMGC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor’s Team) shall be reported to UMGC in writing as they occur.

2.5 All terms and conditions of UMGC's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon UMGC and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMGC.

3. FEES AND PAYMENT

3.1 Contractor’s fees shall not exceed the rates set forth in the Contract per the Contractor’s price proposal dated ____________.

3.2 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University’s receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.
3.2.1 Payment requests (invoices) shall be submitted electronically to the Accounts Payable Department, University of Maryland University College, 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 set forth in the relevant Task Order.

4.2 Contractor agrees that all research, notes, data, computations, estimates, reports or other documents or work product obtained by or produced by Contractor under this Contract (the “Work”) shall be the sole and exclusive property of the University. Upon the University’s request or upon the expiration or termination of this Contract, Contractor shall deliver or return all copies of the Work to the University. The Contractor is permitted, subject to its obligations of confidentiality, to retain one copy of the Work for archival purposes and to defend its work product.

4.3 Notwithstanding the terms of Paragraph 4.2, Contractor is permitted to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by the Contractor prior to, or acquired during, the performance of the Services under this Contract.

4.4 Contractor and University intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If for any reasons the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to University, its successors, assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action,
either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

4.5 Contractor agrees to execute all documents and to perform such other proper acts as University may deem necessary to secure for University the rights in the Work.

4.6 In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

5. EVALUATION AND ACCEPTANCE PROCEDURE

5.1 Upon completion and delivery of each deliverable by Contractor, UMGC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 3 of this Contract will be based on the completion/delivery of a deliverable by Contractor and acceptance by UMGC of each deliverable. Contractor will demonstrate to UMGC that the deliverable has been completed or has occurred and will provide UMGC with written notice of the same.

5.2 Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by UMGC of a scheduled deliverable from Contractor, UMGC shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then UMGC will provide written confirmation to Contractor that the deliverable is accepted.

5.3 If the deliverable does not Materially Conform, UMGC shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to UMGC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to UMGC within the time period specified, or if not specified, then within ten (10) business days for further testing by UMGC. If the deliverable again fails to Materially Conform then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then UMGC may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin the termination process as defined in Section 10.1 of this Contract. If UMGC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

5.4 If either party fails to meet the testing period described above, or any other periods of time as mutually agreed to, the other party may declare the Contract in material breach and begin the termination process as defined in Section 10.1 of this Contract.

6. INTELLECTUAL PROPERTY
6.1 Neither party may use the other party’s name, trademarks or other proprietary identifying symbols without the prior written approval of the other party.

6.2 Contractor agrees to defend upon request and indemnify and hold harmless UMGC, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment or services under this Contract.

7. CONFIDENTIAL INFORMATION

7.1 Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the University’s Confidential Information (as defined herein). For purposes of this Contract, “Confidential Information” means all information provided by the University to Contractor, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information.

7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.

7.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.

7.4 Contractor acknowledges and understands that UMGC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), the Gramm Leach Bliley Act (“GLBA”), or the Maryland Public Information Act (“PIA”), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the “Privacy Laws”). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMGC’s employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMGC would be obligated if the Confidential Information was in the possession or control of UMGC. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.
7.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UMGC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

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

7.7 Contractor acknowledges that Contractor’s failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 7 shall be a material breach of this Contract.

7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor’s possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Office of Legal Affairs  
University of Maryland University College  
3501 University Boulevard East  
Adelphi, MD 20783

7.9 Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and the University agree in writing to disclose. Contractor shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the Confidential Information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

7.10 All Confidential Information received by Contractor shall be returned to the University or destroyed upon completion or termination of this Contract.

8. RELATIONSHIP OF THE PARTIES

8.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the parties. Neither party shall bind or attempt to bind the other to any contract, warranty, covenant or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance. 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 supersed all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.

10.8 **No Third Party Beneficiaries.** This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third party beneficiary of this Agreement.
10.9 Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five (5) calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other party as follows:

For the University:

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

For the Contractor:

________________________
________________________
________________________

10.10 Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

10.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

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

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

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

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

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

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

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

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

10.19.1 It is qualified to do business in the State of Maryland and that it will take such
action as, from time to time hereafter, may be necessary to remain so qualified;

10.19.2 It is not in arrears with respect to the payment of any monies due and owing the
State of Maryland, or any department or unit thereof, including but not limited to, the
payment of taxes and employee benefits, and that it shall not become so in arrears during
the term of this Contract;

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

10.19.4 To the extent that personal data is disclosed, it shall comply with all international,
federal, state, and local data privacy laws, regulations, and ordinances including but not
limited to the European Union General Data Protection Regulation 2016/679 (hereinafter
referred to as “GDPR”). Compliance with Article 26 of GDPR may require Contractor to
agree to the standard contractual clauses adopted by the EU Commission; and
1019.5 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

10.20 **Indemnification.** UMGC shall not assume any obligation to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this Contract.

10.21 **Multi-Year Contracts Contingent Upon Appropriations.** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

10.22 **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

10.23 **Insurance**

10.23.1 The Contractor shall secure, and shall require that subcontractor’s secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract inclusive of the requirements in the solicitation documents:

Commercial General Liability Insurance including all extensions-
Not less than $1,000,000 each occurrence;  
Not less than $1,000,000 personal injury;  
Not less than $2,000,000 products/completed operations aggregate; and  
Not less than $2,000,000 general aggregate.

Workmen’s compensation per statutory requirements.
If applicable, Fiduciary Bonding of Workers with access to credit card information.

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

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

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

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

UNIVERSITY OF MARYLAND GLOBAL CAMPUS

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

THIS Exhibit A to CONTRACT ("Contract") __________ is made as of this ____ day of __________, 201__ by and between ________________________, a corporation organized under the laws of the State of __________, with offices at ________________________, __________, ______, ______, hereinafter referred to as "Contractor," and the University of Maryland University College (UMGC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

Description of Scope of Work:

SAMPLE CONTRACT – DO NOT FILL OUT