



UNIVERSITY OF MARYLAND GLOBAL CAMPUS

REQUEST FOR PROPOSAL 92122

Digital Advertising

ISSUE DATE: JULY 1, 2024

SIGNIFICANT MILESTONES	TIME:	DATE
Last Day for Questions	12:00 PM	July 12, 2024
Technical Proposal Due Date	2:00 PM ET	July 23, 2024
Pricing Proposal Due Date	2:00 PM ET	July 23, 2024
Oral Presentation/Discussion Date	TBD	

NOTICE: Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Primary Procurement Officer and provide their name and email address in order to ensure that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Offeror who fails to provide the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date. It is the responsibility of the Prospective Offeror to monitor eMMA for updates to advertised Solicitations.

University of Maryland Global Campus
3501 University Boulevard East
Adelphi, Maryland 20783
www.umgc.edu

eMaryland Marketplace Advantage (eMMA)
<https://emma.maryland.gov/>

UNIVERSITY OF MARYLAND GLOBAL CAMPUS

RFP # 92122

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SOLICITATION SCHEDULE

RFP #92122

Issue Date:	July 1, 2024
Questions due:	July 12, 2024, 12:00 p.m. ET
Technical Proposal Due Date:	July 23, 2024, 2:00 p.m. ET
Price Proposal Due Date	July 23, 2024, 2:00 p.m. ET
Oral Presentation/Discussion Session(s):	TBD
Contractor(s) Selection:	First week of July 2024*
Board of Public Works Approval:	Anticipated August 28, 2024
Contract Commencement:	Anticipated mid-September*

***Dates are projected and subject to change**

**REQUEST FOR PROPOSALS
FOR
Digital Advertising**

Summary.

1.1. Solicitation: The intent of this Request for Proposals (“RFP” or “Solicitation”) is to provide firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the digital advertising needs of 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: Go to <https://www.umgc.edu/administration/policies-and-reporting/institutional-data/facts-at-a-glance> for information on the University.

1.4 Board of Public Works: It is anticipated that Board of Public Works (BPW) approval will be required for this Solicitation.

2. Issuing Office.

2.1. Issuing Office:

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

Primary Procurement Officer:

Wendy Johnson
wendy.johnson@umgc.edu

Secondary Procurement Officer:

Lisa Dillard
lisa.dillard@umgc.edu

2.2. The Procurement Officers shall be the points of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation.

Questions and Inquiries.

3. 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@umgc.edu and lisa.dillard@umgc.edu. 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 Meeting.**

N/A

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

5.1. Technical Proposal:

Technical Proposals must be uploaded electronically at the UMGC Bid Locker link provided below no later than the date and time indicated in the Solicitation Schedule. **File names for the Technical Proposal documents are to include the RFP number and the Proposer's name. NO PRICING INFORMATION** is to be provided in the Technical Proposal.

Bid Locker link for Technical Proposal upload:	
https://bidlocker.us/details/4331_Umgc_Rfp_92122_Digital_Advertising	

Proposers must be registered on Bid Locker prior to uploading proposals.

To register* for a Bid Locker account, go to:

<https://bidlocker.us/Account/Signup/UMGC>.

Should you encounter any issues during account set-up or require additional assistance with Bid Locker, please reach out to Bid Locker directly at help@bidlocker.us or 267-225-1407. (*DO NOT wait until the due date for Proposals to sign up for an account; sign up as soon as possible.)

The University advises Proposers to allocate an adequate amount of time to create a Bid Locker account prior to any submission due date. It is also advisable to familiarize yourself with the Bid Locker site and the upload features and functionality related to uploading documents.

Proposers shall allow sufficient time in uploading the Technical Proposal to ensure timely receipt by the Issuing Office via the Bid Locker site. **Upon successful**

submission, Proposers may download a submission receipt on Bid Locker. Proposers will also receive an email confirmation within a few minutes from Bid Locker. Proposers that do not receive confirmation should immediately notify the Issuing Office and contact Bid Locker at help@bidlocker.us or 267-225-1407 to confirm that their Proposal has been received. **Proposers will not be able to upload Proposals after the due date and time, and late Proposals will not be considered.**

If any pricing information is included in the Technical Proposal, the Proposal may be deemed non-responsive by the Issuing Office. Hyperlinks to software products that indicate that the Technical Proposal is posted by the Proposer on an electronic site may be rejected or be considered non-responsive if a “Click-Through Agreement” is required to be accepted by UMGC in order to download the Technical Proposal.

By providing the Technical Proposal electronically to UMGC, the Proposer grants UMGC an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

5.2 Price Proposal:

Refer to the Solicitation Schedule for the anticipated due date and time of Price Proposals. Price Proposals must be uploaded electronically at the UMGC Bid Locker link provided below no later than the date and time indicated in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer’s name.

Bid Locker address for Price Proposal upload:
https://bidlocker.us/details/4331_Umgc_Rfp_92122_Digital_Advertising

Proposers shall allow sufficient time in uploading the Price Proposal to ensure timely receipt by the Issuing Office via the Bid Locker site. **Upon successful submission, Proposers may download a submission receipt on Bid Locker. Proposers will also receive an email confirmation within a few minutes from Bid Locker.** Proposers that do not receive confirmation should immediately notify the Issuing Office and contact Bid Locker at help@bidlocker.us or 267-225-1407 to confirm that their Proposal has been received. **Proposers will not be able to upload Proposals after the due date and time, and late Proposals will not be considered.**

No pricing is to be provided in the Technical Proposal submittal; therefore, the Price Proposal **MUST** be uploaded separately from the Technical Proposal to the Bid Locker address for the Price Proposal submission. Failure to provide the Price Proposal separately may disqualify the Offeror’s Proposal from progressing in the procurement.

- 5.3. Proposals should be provided in accordance with the Solicitation Schedule. Late Proposal submissions will not be accepted.
- 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) exclusive contract will result from this solicitation.

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, and continue for one year, unless otherwise extended, expired, or terminated pursuant to this Contract. There are two (2), one-year renewal options at UMGC's sole option.

The maximum aggregate spend for the contract and any exercised renewal(s) resulting from this Solicitation shall not exceed \$1,425,000.

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

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

SECTION II. SCOPE OF WORK

1. Purpose / Description.

The University of Maryland Global Campus (UMGC) operates as Maryland's open university, serving working adults, military servicemembers, their families, and veterans across the United States, and around the world. Founded in 1947 originally as the College of Special and Continuation Studies, the University of Maryland Global Campus (UMGC) has maintained a singular focus on the needs of adults for whom a traditional education is impractical or impossible. At the core of UMGC's capability is the ability to serve students who need more flexible class schedules and convenient locations. In the ensuing 75 plus years, UMGC has established a global presence in Asia, Europe, and across the United States. UMGC has over 185 worldwide locations and over 91,000 students across the globe, with over 57,000 of those students having military affiliation (e.g., uniformed service members, their dependents, and veterans).

Within Stateside Military Operations, UMGC has experienced tremendous growth within the last decade, with locations now across Maryland, District of Columbia, and 12 additional states. That growth has been supported in large part by an integrated, robust marketing campaign composed of a wide range of digital target marketing outreach services.

The goal of the UMGC Stateside Military Operations (SMO) is to do an integrated, marketing campaign that includes digital target marketing outreach to veteran populations in targeted locations in the US and overseas to increase the awareness of UMGC higher education programs to veterans and active personnel and ultimately to increase applications for enrollments by veteran and other military-affiliated audiences. Accordingly, UMGC SMO seeks a strong partner with an integrated, national network of digital media, and significant and proven experience in digital marketing/media which targets the needs of veteran and active-duty populations seeking to further their post-secondary higher educational needs, using tools like SEO marketing, email marketing, social media promotion for branding and content, streaming audio and video, targeted display branding, which targets the needs of veterans and other military affiliated audiences.

2. Scope of Services. UMGC seeks a single vendor as an exclusive partner, that can provide digital advertising services.

2.1 Digital Campaign Services: Vendor shall provide a 12 month "Digital Media Calendar" that outlines digital media services requested for the 12-month period to include: Native Content Piece: Vendor shall include military and veteran related educational content as determined by UMGC based on coordination between the Vendor and the UMGC Project Coordinator designated. Coverage and promotion of the UMGC annual Veterans Day ceremony to be conducted on or about November 11, and each year thereafter. Coverage of the UMGC/Blewitt Foundation/National Military Family Association (NMFA) annual Pillars of Strength scholarship awards, which will be conducted on a to be determined date in Fall, and every year thereafter.

Digital & Native Content Services expected:

2.1.1. Native Content Services (via social media channels):

- a. Native Content Piece
- b. Native Content Social Posts
- c. Promotional ads sponsored in Facebook and Instagram Feeds are dedicated to native content promotion.

2.1.2. **Digital Advertising SEO Management Services:** Focus is centered around targeted market geographies, as determined by UMGC, related to search terms in the veteran & military education/college category.

- a. Large Veteran national DMA list
- b. Email Marketing Deployment (minimum 150K impressions each)
- c. Email Marketing Retargeting (minimum 50,000 impressions each deployment)
- d. Promotional dedicated UMGC branding ads sponsored in Facebook/Instagram Feeds
- e. Cross Device (desktop & mobile) Targeted Display ads
- f. Targeted OTT – veterans & active-duty education seekers
- g. Streaming services – targeting veterans and active-duty military
- h. Display Banner ads on Vendor website(s)
- i. SEO Management – veteran education keywords search
- j. Precision geo-targeting of content and messaging to large prospect DMAs as identified by UMGC, Stateside Military Operations

2.1.3. **Reporting and Adjustments Requirements:**

- a. Vendor shall obtain prior approval from UMGC for media placement with a variance of 10% or more from the media estimate/plan or within the plan estimate as outlined in the deliverables and time periods specified above.
- b. Vendor shall provide reconciliation documentation and post-deployment analysis with the exception of Search Engine Optimization (SEO) - for each Product / Deliverable, with each invoice. For SEO, Contractor shall provide real-time data analytics capability with weekly updates at the discretion of UMGC. Vendor shall execute changes to the plan, as far as the markets to be targeted by SEO, at UMGC's discretion. Any remaining funding obligation for SEO Management shall be reallocated by the Contractor to another contract deliverable, as directed by UMGC.
- c. For Email Marketing deliverables, Vendor shall provide post-deployment analysis five (5) business days after deployment.
- d. Vendor shall clearly identify reconciliation adjustments on each invoice, where applicable.
- e. Provide Campaign Email match back analysis every quarter.

2.2. **Reconciling Media/Invoicing.** The awarded vendor shall ensure all media has run as scheduled, billing in arrears for the given media placements, providing back-up information (vendor invoices, reports, etc.) by placement that confirms the invoiced media totals.

- 2.3. **Account Management.** At a minimum, UMGC expects the awarded vendor to assign the following personnel to UMGC's account to handle projects as they arise:
- a. Account Lead. Responsible for day-to-day management of all work associated with the account with capability of assigning additional staff resources, as needed.
 - b. Executive-in-Charge. Responsible for designing adequate resources to the account and for problem escalation/resolution.

2.4. **Vendor Capabilities:** The awarded vendor shall be able to:

- a. Demonstrate ongoing expertise for any channels/placements vendor is actively managing on behalf of the university, tracking, and providing POVs on new opportunities and/or possible changes.
- b. Provide comprehensive recommendations for each media tactic and media plans overall based on meeting the University's outreach goals, within agreed upon budget.
- c. Veteran focused DMA lists to email/engage with, maintaining the integrity of the UMGC brand.
- d. Provide company-generated monthly reporting and comprehensive analysis on performance.
- e. Quarterly meetings to discuss performance of campaign as it aligns to the goals of Stateside Military Operations.
- f. Recommend optimization of and/or testing opportunities for content and products delivered pursuant to this contract, based on the goal of continually driving improved performance against established contract goals.
- g. Communicate and apply the most relevant and competitive trends and performance measures in the markets in which the vendor is placing content supporting contractual requirements and provide recommendations on additional markets or content for UMGC consideration.

SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 1. TECHNICAL PROPOSAL REQUIREMENTS

1. General Proposal Requirements.

1.1. Transmittal Letter: A transmittal letter from the Offeror 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, phone number, and email address should also be provided for UMGC's use during the procurement process. **Do not include price information in the transmittal letter.**

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

2. Technical Criteria Requirements.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Acknowledgement of Receipt of Addenda form (if applicable) must be included. Offerors must paginate the Technical Proposal and are requested to separate their 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 2.12. Failure to include any of the items listed below may disqualify your firm's response. The Technical Criteria, items 2.1 – 2.12, 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. UMGC is not obligated to review/evaluate any material(s) provided and attached as an Appendix except where noted in this document.

2.1 Mandatory Requirements:

2.2 Products/Services: Describe all relevant products and services in support of the Scope of Work outlined in the RFP. Provide an overview of your company and capabilities in providing the services as outlined in the Solicitation. Your response should demonstrate

ability, quality of work, experience, and expertise within the Scope of Work as outlined in the RFP.

2.3 Samples: Submit samples of work similar to UMGC's requirements. Describe the client's need and results.

2.4 Methodologies/Approach: Provide a narrative of how your firm will provide the Services outlined in the RFP.

2.5 Staffing Organization and Proposed Key Personnel Qualifications: Provide evidence of adequate and appropriate staffing resources available to service UMGC's account if awarded a Contract under this Solicitation. Provide history and level of experience of key personnel.

2.6 Firm Profile: Provide an overview of your company to include capabilities and organizational structure. Include the number of years the firm has been performing the specified work, and the level of experience of the Project Manager and key personnel assigned to this work.

2.7 Firm Experience and References: Provide no less than three References. These should include higher education clients. The full name, title, and phone number for each reference shall be included. Provide a list of recent clients and describe the services provided.

2.8 Special/Unique Qualifications: Provide a narrative to elaborate on the special/unique qualifications and/or experiences of the Proposer and/or any member of its team, which make it uniquely capable to provide the services outlined in the RFP.

2.9 Proposal Affidavit: Complete and sign the Proposal Affidavit enclosed in Appendix A and include it with the Technical Proposal.

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

2.11 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.

2.12 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 will also issue a purchase order to the awarded Contractor.

3. Modifications of Technical Proposal. Offerors may modify their Technical Proposals and submit them per the submission instructions provided in this solicitation document at any time prior to the due date and time. Offerors must email written confirmation of the modification, including the signature of the Offeror, to the Procurement Officer 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

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. Technical Evaluation of Qualifying Proposals.

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

2.2 Shortlisting: In accordance with the Evaluation Criteria set forth in Article 1, § 2, a shortlist 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. Oral Presentations/Discussion Sessions.

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 allow the University to meet the Proposer’s key people and to allow these key people to convey their expertise and applicable experience
- (ii) To discuss/clarify all aspects of the Proposal, in particular the proposed approach to the provision of services under this contract; and how the proposer will staff for and support UMGC

3.2 Format: The Discussion Session will be informal, as the University is not interested in a marketing/sales presentation by executives and business development staff. Rather, the University is requesting an interactive discussion with specific 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 scope of the services, and the Offeror's capabilities and qualifications. It is anticipated 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: Account Lead and Executive-in-Charge. Following the Discussion Session, additional follow-up and clarification documentation may be requested of each Offeror.

3.3 Date: The times and dates for the Discussion Session(s) 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 these dates aside in their entirety on the calendars of the appropriate key personnel.

4. Second Phase Technical Evaluation.

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 make a determination 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
ARTICLE 3. PRICE PROPOSALS

1. Submission.

Price Proposals must be uploaded electronically to the UMGC Bid Locker link provided below no later than the date and time indicated in the Solicitation Schedule. **File names for the documents are to include the RFP number and the Proposer's name.**

Bid Locker address for Price Proposal upload:
https://bidlocker.us/details/4331_Umgc_Rfp_92122_Digital_Advertising

Proposers shall allow sufficient time in submitting the Price Proposal to ensure timely receipt by the Issuing Office via the Bid Locker site. **Upon successful submission, Proposers may download a submission receipt on Bid Locker. Proposers will also receive an email confirmation within a few minutes from Bid Locker.** Proposers that do not receive confirmation should immediately notify the Issuing Office, and contact Bid Locker at help@bidlocker.us or 267-225-1407 to confirm that their response has been received. **Proposers will not be able to upload Proposals after the due date and time, and late Proposals will not be considered.**

No pricing is to be provided in the Technical Proposal submittal; therefore, the Price Proposal **MUST** be uploaded separately from the Technical Proposal to the Bid Locker address for the Price Proposal submission. Failure to provide the Price Proposal separately may disqualify the Offeror's Proposal from progressing in the procurement.

2. Content.

Refer to Appendix B for Price Proposal information.

If applicable, hourly rates will be requested for the assigned personnel and other professional services positions. These quoted hourly rates must be good for the first year of the Contract. The University will consider adjustments to labor rates only based upon federal minimum wage increases, increases in Maryland Living Wage, and increases in the Consumer Price Index (CPI), as published by the Bureau of Labor Standards in February of the appropriate year (*i.e.*, for 7/1/23 renewal the University will look at the CPI published for February 2023, 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 request must specify any change in the hourly labor rate wage to be paid to employees during the renewal term. The University will not consider late requests for adjustments to the hourly rate. 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.

Upon approval by the University, any such modified hourly rate will constitute the labor cost figure for the contract renewal period. The University reserves the right to terminate the Contract at any time upon giving thirty (30) days written notice.

There are no reimbursables associated with this Contract. All expenses, including domestic travel, must be included in the Offeror's price for the implementation as well as in the hourly rates of the assigned personnel.

No pricing is to be provided in the Technical Proposal submittal.

3. Evaluation.

Price Proposals will be evaluated based on the total cost of the services requested. The University may elect to request Best and Final Price Proposals (BAFO's).

The Committee will establish a financial ranking of the final Price Proposals from lowest to highest total offers.

SECTION III
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 evaluations of the Technical Proposals, Oral Presentations (if applicable), and the Price Proposals (and Best and Final Offers, if applicable), the Evaluation and Selection Committee will make an initial overall ranking of the Proposals and recommend to the Procurement Officer the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to the University and the State of Maryland. The decision of the award(s) of the Contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. All Offerors will be notified of the award(s) selection.

2.2 Basis for Award: Technical merit will have a greater weight than cost in the final ranking. An 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(s) 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 the forms contained in this Appendix A are NOT the complete contents required.

A-1 Acknowledgement of Receipt of Addenda Form

A-2 Bid Proposal Affidavit

APPENDIX A-1

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 92122

TECHNICAL PROPOSAL DUE DATE: July 23, 2024, 2:00 P.M. ET

Late Proposals will not be accepted

RFP FOR: Digital Advertising

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

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, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated code of Maryland will provide, directly or indirectly, supplies, services, architectural services, 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

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 B
PRICE PROPOSAL FORMS

B-1 Price Proposal Forms

B-2 Living Wage Requirements, and Living Wage Affidavit

APPENDIX B-1 – PRICE PROPOSAL FORMS

DO NOT SUBMIT WITH TECHNICAL PROPOSAL

PROPOSAL NO.: RFP 92122

PRICE PROPOSAL DUE DATE: July 23, 2024, at 2:00 PM ET

PROPOSAL FOR: Digital Advertising

PROPOSER: _____

Federal Identification Number: _____

DATE _____

Wendy Johnson

University of Maryland Global Campus

Office of Procurement Services

3501 University Blvd. East

Adelphi, MD 20783

Dear Ms. Johnson:

The undersigned hereby submits the Financial Proposal as set forth in RFP 92122 dated _____ and the following subsequent addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

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

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

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 pricing.

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.

(Signatures should be placed on following pages.)

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

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____

SIGNED

PRINTED NAME

TITLE

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)

ADDRESS _____

TELEPHONE NO. _____

Printed Name: _____

In Presence of Witness:

_____ as to

BY _____
(Partner)

Printed
Name: _____

_____ as to

BY _____
(Partner)

C. CORPORATION

Name of Corporation_____

ADDRESS: _____

TELEPHONE NO. _____

Attest:

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

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

By:

Signature of Officer

Printed Name

Title

PRICING

Pricing shall include all fees associated with fulfilling the services as outlined in the Solicitation.

Provide:

- Breakout of all fees
- Monthly fees to be paid
- Total annual fee for years one, two, and three

APPENDIX B-2

LIVING WAGE 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 9/28/2023, Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$16.13 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 9/28/2023, 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 \$12.11 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.

(Continued onto the next page)

APPENDIX B-2

LIVING WAGE AFFIDAVIT

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, 2023 is \$16.13 per hour.** This living wage rate changes each year and is published 90 days from the end of the University's fiscal year at <https://www.dllr.state.md.us/labor/prev/livingoverview.shtml#current>. The University's fiscal year is July 1st through June 30th.
- B. Contractor further agrees that UMGC has the right to conduct an independent audit by University internal auditors or State of Maryland auditors of the Contractor's payroll records to confirm this affirmation at any time. Contractor also agrees to cooperate with UMGC to supply required documentation in the event that it is requested as support for this affidavit by the State of Maryland or an agency of the State of Maryland. Any information that is supplied by contractor under this Affidavit to UMGC, the State of Maryland or an agency of the State of Maryland will be subject to the terms of the Maryland Public Information Act.
- C. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

APPENDIX C
CONTRACT FORMS

- C-1 Sample Contract**
- C-2 Contract Affidavit**

APPENDIX C-1

SAMPLE CONTRACT

DO NOT COMPLETE

UNIVERSITY OF MARYLAND GLOBAL CAMPUS

CONTRACT _____

_____, 2024

CONTRACTOR:

Federal Employer ID:

Address:

_____-_____

Contact Person:

Contact Phone:

Contact Email:

UMGC Ordering Office:

Project Coordinator:

Coordinator Phone:

Coordinator Email:

UMGC Procurement Officer:

Phone Number:

Email address:

THIS CONTRACT ("Contract") is made as of this ____ day of _____, 202__ 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 _____, _____, 202__, or, absent a solicitation document, requested in writing, as amended from time to time (the "Solicitation"), to solicit a provider of _____ services. Contractor submitted a technical proposal dated _____, 202__ and price proposal dated _____, 202__, and accepted by the University ("collectively Proposal") in response to the Solicitation, and the University subsequently selected the Contractor as the awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

- 1.1 Contractor shall provide to the University _____ professional services (the "Services"), as from time to time ordered by the University, in accordance with the terms and conditions of this Contract.
- 1.2 This Contract consists of multiple documents as follows in order of precedence:
 - This Contract Form (pages 1 through ____);
 - If applicable, The Solicitation # _____ and all amendments to the solicitation, or absent a Solicitation, the UMGC request for submittal of a Proposal;
 - Contractor's Technical Proposal dated _____ as to Sections ____ only and Price Proposal dated _____; and,
 - Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).
- 1.3 This Contract shall be in effect from _____, 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 aggregate maximum fee for the Contract(s) resulting from Solicitation _____ shall not exceed \$ _____. There shall be no minimum amount of work guaranteed under the Contract.
- 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 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 _____. The aggregate fee for all services performed under this Contract shall not exceed \$ _____.
- 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 reference the purchase order and submitted electronically to the Accounts Payable Department, University of Maryland Global Campus, 3501 University Boulevard East, Adelphi, MD 20783-8002 at accounts payable@umgc.edu. Invoices must include a breakdown of the services purchased.

- 3.3 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. The University is generally exempt from such taxes, and Contractor agrees not to charge the University for such taxes in accordance with applicable law. The University will provide exemption certificates upon request.
- 3.4 Electronic funds may be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- 4. WORK PRODUCT**
- 4.1 Contractor shall complete all reports and presentations required by the University and other reports set forth in the relevant Task Order.
- 4.2 Contractor agrees that all research, notes, data, computations, estimates, reports or other documents or work product obtained by or produced by Contractor under this Contract (the "Work") shall be the sole and exclusive property of the University. Upon the University's request or upon the expiration or termination of this Contract, Contractor shall deliver or return all copies of the Work to the University. The Contractor is permitted, subject to its obligations of confidentiality, to retain one copy of the Work for archival purposes and to defend its work product.
- 4.3 Notwithstanding the terms of Paragraph 4.2, Contractor is permitted to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions, and tools) developed or possessed by the Contractor prior to, or acquired during, the performance of the Services under this Contract.
- 4.4 Contractor and University intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If for any reasons the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to University, its successors, assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
- 4.5 Contractor agrees to execute all documents and to perform such other proper acts as University may deem necessary to secure for University the rights in the Work.

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

5. EVALUATION AND ACCEPTANCE PROCEDURE

- 5.1 Upon completion and delivery of each deliverable by Contractor, UMGC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 3 of this Contract will be based on the completion/delivery of a deliverable by Contractor and acceptance by UMGC of each deliverable. Contractor will demonstrate to UMGC that the deliverable has been completed or has occurred and will provide UMGC with written notice of the same.
- 5.2 Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by UMGC of a scheduled deliverable from Contractor, UMGC shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then UMGC will provide written confirmation to Contractor that the deliverable is accepted.
- 5.3 If the deliverable does not Materially Conform, UMGC shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to UMGC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to UMGC within the time period specified, or if not specified, then within ten (10) business days for further testing by UMGC. If the deliverable again fails to Materially Conform then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then UMGC may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin the termination process as defined in Section 10.1 of this Contract. If UMGC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.
- 5.4 If either party fails to meet the testing period described above, or any other periods of time as mutually agreed to, the other party may declare the Contract in material breach and begin the termination process as defined in Section 10.1 of this Contract.

6. INTELLECTUAL PROPERTY

- 6.1 Neither party may use the other party's name, trademarks, or other proprietary identifying symbols without the prior written approval of the other party.
- 6.2 Contractor agrees to defend upon request and indemnify and hold harmless UMGC, its officers, agents, and employees with respect to any claim, action, cost, or judgment for

patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment, or services under this Contract.

7. CONFIDENTIAL INFORMATION

- 7.1 Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the University's Confidential Information (as defined herein). For purposes of this Contract, "Confidential Information" means all information provided by the University to Contractor, including without limitation information concerning the University's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information.
- 7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.
- 7.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.
- 7.4. Contractor acknowledges and understands that UMGC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws"). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMGC's employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMGC would be obligated if the Confidential Information was in the possession or control of UMGC. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.
- 7.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify the University, and before disclosing such information shall allow UMGC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

- 7.6 Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 7.7 Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 7 shall be a material breach of this Contract.
- 7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:
- Office of Legal Affairs
University of Maryland Global Campus
3501 University Boulevard East
Adelphi, MD 20783
- 7.9 Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and the University agree in writing to disclose. Contractor shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the Confidential Information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.
- 7.10 All Confidential Information received by Contractor shall be returned to the University or destroyed upon completion or termination of this Contract.

8. RELATIONSHIP OF THE PARTIES

- 8.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the parties. Neither party shall bind or attempt to bind the other to any contract, warranty, covenant or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance. Nothing in this Contract is intended to create a joint employment relationship.
- 8.2 It is understood and agreed that Contractor is an independent contractor of the University, and not an employee. Except as set forth in this Contract, the University will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of the University, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.

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

9. DISTRIBUTION OF RISK

- 9.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract. Contractor shall also maintain in full force and effect workers' compensation insurance as required by the laws of the jurisdiction in which the Services are performed. Upon request, Contractor shall provide the University with evidence of such insurance.
- 9.2 Contractor shall indemnify and hold harmless the University and the State of Maryland, their officers, employees, and agents, from any and all costs (including without limitation reasonable attorneys' costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor's performance under this Contract. The University agrees to notify Contractor promptly of any known liabilities, claims, or demands against the University for which Contractor is responsible hereunder, and Contractor agrees to at UMGC's request defend the University or settle any such liabilities, claims, or demands.
- 9.3 Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.

10. GENERAL TERMS AND CONDITIONS

- 10.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the University may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The University will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which the University is entitled pursuant to this Contract shall become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
- 10.2 Termination for Convenience. The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs

associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

- 10.3 Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or the University, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
- 10.4 Suspension of Work. The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.
- 10.5 Subcontracting and Assignment.
- 10.5.1 The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of the University nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMGC. The University shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that UMGC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to the University for acts and omissions of subcontractors.
- 10.5.2 Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to the University. Contractor may designate a third party to receive payment without the University's prior written consent unless in conflict with Maryland or federal law, but shall provide the University with notification thereof.
- 10.6. Maryland Law Prevails. This Contract, and all claims arising out of or relating to this

Contract, shall be governed in all respects by the laws of the State of Maryland, without reference to its conflicts of laws rules.

- 10.7 Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
- 10.8 No Third Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third party beneficiary of this Agreement.
- 10.9 Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five (5) calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other party as follows:

For the University:

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

For the Contractor:

- 10.10 Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.
- 10.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.
- 10.12 Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

- 10.13 Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 10.14 Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
- 10.15 Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- 10.16 Political Contribution Disclosure. Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12-month period of time involving cumulative consideration in the aggregate of \$100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.
- 10.17 Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.
- 10.18 Ethics. This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMGC employee in connection with this procurement.
- 10.19 Compliance with Laws. The Contractor hereby represents and warrants that:
- 10.19.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

- 10.19.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 10.19.3 It shall comply with all international, federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- 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;
- 10.19.5 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract; and
- 10.19.6 COVID-19. The Contractor agrees: (a) that while its employees are physically on-site in any UMGC building, campus, facility, or classroom where UMGC is teaching or operating, that the Contractor’s employees shall comply with all present and future mandates, regulations, policies, and protocols of the University System of Maryland and UMGC with regard to COVID-19 to the same extent as are applicable to UMGC staff who work on site; (b) that upon request from UMGC, the Contractor shall provide written proof satisfactory to UMGC that the Contractor is complying with the requirement of this section, including but not limited to written proof of vaccination against COVID-19 by the Contractor’s employees; (c) that UMGC may deny admittance to the Contractor’s employees for failure to comply with any of the requirements of this section; and (d) that any failure to comply with any of the requirements of this section shall be a material breach of this Contract.
- 10.20 Indemnification. UMGC shall not assume any obligation to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this Contract; and
- 10.20.1 It shall ensure that while the Contractor’s employees are physically on site in any UMGC building, campus, facility, or classroom where UMGC is teaching or operating, that the Contractor’s employees shall comply with all present and future mandates, regulations, policies, and protocols of the University System of Maryland and UMGC with regard to COVID-19 to the same extent as are applicable to UMGC staff working on site.

- 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 shall be emailed to the Procurement Officer in electronic format. Insurance certificates 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, that 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. Current electronic insurance certificates must be provided initially with the Technical Proposal. If Contractor is awarded a multi-year contract, then current electronic insurance certificates must be provided annually upon renewal of Contractor's insurance policies.

- 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/labor/> and clicking on Living Wage.

12. SOFTWARE AND SECURITY

- 12.1 Contractor shall endorse UMGC's requirement to adhere to UMGC's Information Governance, Security and Technology policies (<https://www.umgc.edu/administration/policies-and-reporting/policies/info-governance-security-technology>). UMGC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:
- Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract
 - Assessment of the contractor's security and privacy controls.
 - Including UMGC's security and privacy requirements in the agreement.
 - Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.
- 12.2 The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.
- 12.3 Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.
- 12.4 Contractor shall report any confirmed or suspected breach of University data to UMGC's Computer Incident Response Team (CIRT) by email at CIRT@umgc.edu within one hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of University data shall be reported to UMGC CIRT by email at CIRT@umgc.edu within 12 hours of discovery or detection.
- 12.5 Contractor shall follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.

- 12.6 Contractor shall configure and maintain network to be suitably hardened against security threats and ensure adequate performance.
- 12.7 On an annual basis, Contractor shall provide Service Organization Control SOC 2 Type 2 reports or equivalent, for all services and facilities from which the services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without the University being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as UMGC's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of UMGC.
- 12.8 UMGC or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport, or storage of UMGC data. Audits will be at UMGC's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of UMGC or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, UMGC has the right to review the controls tested as well as the results and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.

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

University of Maryland Global Campus

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX C-2

CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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 _____, 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 Form GADX10 - Authorization for Vendor Payments. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the GADX10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The GADX10 form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland, located at:

<https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>

APPENDIX S

SOLICITATION TERMS AND CONDITIONS

This solicitation and any subsequent award are further subject to:

1. Contractor's/Offeror's Responsibility.

Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. UMGC will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors must be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under the Contract.

2. Rejection or Acceptance of Proposals.

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

3. Cancellation of the RFP.

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

4. Incurred Expenses.

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

5. Payment.

The State of Maryland usually provides payments on a net 30-day basis for UMGC approved invoices. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UMGC, the starting date of such

reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

6. Electronic Funds Transfer (“EFT”).

By submitting a Proposal, the Offeror agrees to accept payment by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Contractor shall register using the form referenced in Appendix D, the GADX10 Authorization for Vendor Payments. This form is to be submitted directly to the State Comptroller’s Office at the address specified on the GADX10 form and must include the business identification information as stated on the form and include the reason for the exemption.

7. Confidentiality.

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

7.2. Offeror’s Information: Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror’s position regarding its Proposal. A blanket statement by an Offeror that its entire Proposal is confidential or proprietary will not be upheld.

8. Multiple Proposals.

Contractors may not submit more than one Proposal.

9. Alternate Solution Proposals.

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

10. Contractor Responsibilities and Use of Subcontractors.

The University shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. UMGC will consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. UMGC's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom UMGC has a reasonable objection. Notification of such objection will be made by UMGC within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.

11. Access to Contractor Records for Quality Assurance and Auditing Purposes.

The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors, representatives, and agents) to provide quality assurance and auditing.

12. Arrearages.

By submitting a Proposal, an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the Contract if selected for Contract Award.

13. Taxes.

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

14. RFP Response Materials.

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

15. Maryland Public Ethics Law, Title 15.

The Maryland Public Ethics Law prohibits, among other things, State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from: (i) submitting a bid or proposal; (ii) negotiating a contract; and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code Annotated, State Government Article, § 15-502.

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

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

16. Assistance in Drafting.

Under the State Government Article, § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <https://ethics.maryland.gov/public-ethics-law/>.

17. Addenda Acknowledgment.

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

18. Duration of Offers.

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

19. Minority Business Enterprises.

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

20. Living Wage Requirements.

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

21. Conflict of Interest.

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