



**UNIVERSITY OF MARYLAND  
GLOBAL CAMPUS**

**REQUEST FOR PROPOSAL #91944  
FOR  
Outbound Admissions Call Center Services**

**ISSUE DATE: JANUARY 25, 2022**

SIGNIFICANT MILESTONES	TIME:	DATE:
<b>Last Day for Questions</b>	<b>12:00 Noon ET</b>	<b>February 2, 2022</b>
<b>Technical Proposal Due Date</b>	<b>2:00 P.M. ET</b>	<b>February 18, 2022</b>
<b>Oral Presentation/Discussion Date (Shortlisted Offerors Only)</b>	<b>TBD</b>	<b>Wednesday, March 2, 2022 Thursday, March 3, 2022 Friday, March 4, 2022</b>
<b>Anticipated Price Proposal Due Date (Shortlisted Offerors Only)</b>	<b>2:00 P.M. ET</b>	<b>March 21, 2022</b>

**NOTICE:** Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and 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.

University of Maryland Global Campus  
3501 University Boulevard East  
Adelphi, Maryland 20783  
[www.umgc.edu](http://www.umgc.edu)

## SOLICITATION SCHEDULE

### RFP # 91944

Issue Date:	January 25, 2022
Questions Due:	February 2, 2022 by 12:00 Noon ET
<b>Technical Proposal Due Date:</b>	<b>February 18, 2022, on or before 2:00 P.M. ET</b>
Anticipated Oral Presentation/Discussion Session(s): <i>(Shortlisted Offerors only, if required and invited by UMGC)</i>	To be scheduled March 2 – March 4, 2022 via Zoom
Anticipated Price Proposal Due Date:	March 21, 2022, on or before 2:00PM ET (Projected)
Anticipated Contractor Selection finalized:	April 5, 2022 (Projected)
Anticipated Contract Commencement:	On or before July 1, 2022

**Outbound Admissions Call Center Services**  
**UNIVERSITY OF MARYLAND GLOBAL CAMPUS**  
**RFP # 91944**

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**REQUEST FOR PROPOSALS  
FOR  
Outbound Admissions Call Center Services**

**SECTION I. GENERAL INFORMATION**

**1. Summary.**

**1.1. Objective.** The University of Maryland Global Campus ('UMGC' or the 'University') is soliciting proposals for outbound admissions call center services. Offerors must have experience providing call center services specifically FOR University Admissions departments and TO a higher education audience that is made up of prospective students looking for more information about UMGC and the programs offered and applicants who need help registering or signing up for courses. The intent of this RFP is to provide firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of UMGC.

This solicitation document, as well as all addenda that may be issued, will be posted on eMaryland Marketplace ("eMMA") at <https://emma.maryland.gov/>. **Prospective Offerors who have received this document from a source other than the Issuing Office (see below) should immediately contact the Issuing Office and provide their name and email address to ensure that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Offeror who fails to provide the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.**

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

**1.3. Background:** For a profile of the University, see <https://www.umgc.edu/about/index.cfm>.

**2. Issuing Office.** The Issuing Office is:

**Alicia Klein, Director**  
University of Maryland Global Campus  
Office of Procurement Services  
3501 University Blvd. East  
Adelphi, MD 20783  
(301) 985-7223  
[alicia.klein@umgc.edu](mailto:alicia.klein@umgc.edu)

**Eric Pfister, Assistant Director**  
University of Maryland Global Campus  
Office of Procurement Services  
3501 University Blvd. East  
Adelphi, MD 20783  
(301) 985-7095  
[eric.pfister@umgc.edu](mailto:eric.pfister@umgc.edu)

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

3. **Questions and Inquiries.** All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to [alicia.klein@umgc.edu](mailto:alicia.klein@umgc.edu) and [eric.pfister@umgc.edu](mailto:eric.pfister@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 Conference.** A pre-proposal conference will not be held for this procurement.

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

5.1. All Offerors are required to first submit **only a Technical Proposal**. No pricing information is to be provided in the Technical Proposal. If any pricing information is included, the Proposal may be deemed non-responsive by the Procurement Officer. The Technical Proposal shall be submitted via email as an attachment to the UMGC Box address provided below no later than the date and time indicated in the Solicitation Schedule. File names for the documents are to include the RFP number and the Offeror's name. Note: Offerors are not to put written content in the body of the email, as it cannot be viewed by UMGC. Offerors shall allow sufficient time in submitting responses to the Solicitation to ensure timely receipt by the Issuing Office via the Box site. Offerors should receive an automatically generated verification from Box when the file has successfully uploaded. Offerors that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

<b>Box address for Technical Proposal Submission:</b>
<a href="mailto:TECHNIC.gpbtf9qsdtvbzl4n@u.box.com">TECHNIC.gpbtf9qsdtvbzl4n@u.box.com</a>

5.2. **Price Proposals are not requested at this time:** Refer to the Solicitation Schedule for the anticipated due date and time of Price Proposals. Price Proposals will be requested at the appropriate time via addendum and will include Box submission information.

5.3. **Late Proposal submissions will not be accepted.** Proposals are to be submitted in accordance with Paragraphs 5.1 and 5.2 above.

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. Minority Business Enterprises (MBE) and Small Business Enterprises (SBE).**

Minority participation is important to UMGC and the State of Maryland. State-certified Minority Business Enterprises (MBE) and Small Business Enterprises (SBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT) or by Department of General Services (DGS) eMaryland Marketplace, MBEs and SBE's are encouraged to initiate certification as soon as possible. For more information on the State's MBE and SBE programs or questions related to registration and certification, please contact the following:

MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>

Department of General Services (DGS) eMaryland Marketplace, visit [www.smallbusinessreserve.maryland.gov](http://www.smallbusinessreserve.maryland.gov) for additional information.

**7. 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.

**8. Contractual Agreement.**

The Contract to be entered into as a result of this RFP (the "Contract" or "Agreement") shall be by and between the Offeror as Vendor/Contractor and UMGC in the form of University Contract and shall contain the mandatory provisions included herein in Appendix C as well as any additional terms required by UMGC or the State of Maryland. By submitting an Offer (i.e. the firm's Technical and/or Price Proposal, either individually or collectively, is/are considered an Offer), the Vendor/Contractor warrants that they have reviewed Appendix C and will execute a contract in a) substantially the same form and b) with these mandatory terms and conditions upon request by UMGC. The awarded Contractors should not assume that any term and condition of the Contract is negotiable.

The terms and conditions of the Contract shall apply to all services provided. For accounting purposes only, UMGC will also issue an annual purchase order to the awarded Vendor/Contractor for services done under the Contract.

**9. Term of the Contract.**

**The aggregate maximum fee for any Contract resulting from this Solicitation shall not exceed \$1,000,000.** Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of UMGC, or such other date as UMGC and the Contractor

shall agree. The term of the Contract is anticipated to start on or around April 11, 2022 and continue for one (1) year (the “Initial Term”), unless otherwise extended, expired, or terminated pursuant to the Contract. In the event that the aggregate maximum fee is not exceeded during the Initial Term of the Contract, at the sole discretion of UMGC, there will be an option or options for renewal for a period not to exceed a cumulative total of one (1) additional year (“Renewal Term(s)”).

In addition, UMGC at its sole option may discontinue the Contract, in whole or in part, of any or all of the vendor(s) at any time during the Initial Term or Renewal Term(s) with 30 days’ notice with no further obligations to the Contractor and with no penalty. If UMGC elects to discontinue any or all contract(s), a summation of work in progress for the contract will be made and a mutual agreement as to how to finalize this work in progress and/or transition to a new provider of contact center services will be made.

#### **10. Confidentiality of UMGC’s and Offeror’s Information.**

Refer to Appendix S for the terms of confidentiality of UMGC’s and Offeror’s information. Please note that a blanket statement by an Offeror that its entire proposal is confidential or proprietary will not be upheld by UMGC.

#### **11. Post-Award Confidentiality.**

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

END OF SECTION I

## SECTION II. SCOPE OF WORK

### 1. Current State.

UMGC currently has more inquiries and applicants than the University can promptly service. Many of our students self-apply and self-register however, the University would like to improve telephony speed-to-response to ensure students have the best service to improve their experience which UMGc believes will also improve our conversion metrics. We are currently partnering with an outbound admissions call center and have seen significant improvement in speed to response and connect rates with leads, but very small improvement in lead to application and lead to enrollment conversions. As UMGc continues to expand nationally, we need an admissions outbound call center provider that can provide outbound admissions call support throughout all US time zones.

The current Customer Relationship Management (“CRM”) system is Salesforce and Five9 is the current telephony system at UMGc.

### 2. Business Purpose/Goal.

In addition to contact services provided in-house at UMGc, the University desires to partner with a firm who can provide telephone and potentially email/SMS contact to select prospective student inquiries looking to obtain information about UMGc and applicants seeking registration assistance at UMGc. UMGc is seeking a partner with extensive experience in providing call center services for University Admissions departments and to a higher education audience. Student inquiries and applicants will be assigned by the University’s Admissions Department. This will include all levels (undergraduate and graduate) and all degree programs offered at UMGc. The selected partner will be assigned student inquiries and applicants through UMGc’s instance of Salesforce. The selected partner will be expected to staff agents to handle both outbound and inbound calls and emails and appropriate personnel and adequate technology for fulfilling the staffing, training, quality assurance, and reporting requirements as further described below. UMGc’s top goals are to maintain less than 1 minute speed-to-response during business hours to ensure prospective students and applicants have the best possible experience contacting UMGc and to improve lead to application and lead to enrollment conversion metrics.

### 3. General Requirements.

- 3.1. The selected partner must have at least three (3) years of experience serving higher education clients working with enrollment management services/admissions at a University of similar size and scope to UMGc;
- 3.2. The selected partner must have experience integrating their auto-dialer system with the Salesforce CRM and be able to integrate with UMGc’s Salesforce CRM;



**3.3.** The selected partner must have a system for tracking agreed upon metrics, service levels and key performance indicators to provide sophisticated analytics and real-time detailed status reporting at the cadence required by the UMGC Office of Admissions.

#### **4. Call Center Services.**

##### **4.1.1. Outbound Calls: The selected partner shall staff agents and have appropriate technology in place to:**

- 4.1.1.1. Provide an outbound call within 1 minute of receipt of a student inquiry or applicant from UMGC with abandon rates less than 2%;
- 4.1.1.2. Provide high-level customer service acting as the initial contact to prospective student inquiries and applicants for the University;
- 4.1.1.3. Conduct a “consult” with the student inquiry or applicant to discern their needs/goals and whether or not UMGC has what they need to meet their goal;
- 4.1.1.4. Provide “solution building” to the student inquiry or applicant. “Solution building” means determining if there is a match between their needs and UMGC’s offerings and providing a recommended solution;
- 4.1.1.5. Provide “follow up” to the student inquiry or applicant. “Follow up” means contacting the inquiry/applicant until the point of registration or close of conversations with UMGC (when no interest is demonstrated).
- 4.1.1.6. Set caller ID to be UMGC;
- 4.1.1.7. Follow UMGC phone outline on how to have a consultative conversation with prospective students and students;
- 4.1.1.8. Document all activities and input accurate notes in UMGC’s Customer Relationship Management System (“Salesforce”);
- 4.1.1.9. Create cases in Salesforce when warranted;
- 4.1.1.10. Provide a seamless warm transfer process to UMGC advisors/admissions counselors resulting in less than 1% drop calls;
- 4.1.1.11. Achieve 100% penetration of the defined outreach strategy (TBD);
- 4.1.1.12. Provide ongoing outreach per defined strategy;
- 4.1.1.13. Provide calls in compliance with all UMGC requirements, including, but not limited to, the Telephone Consumer Protection Act (“TCPA”), the Family

Educational Rights and Privacy Act (“FERPA”), Title IV regulations, the Americans with Disabilities Act (“ADA”) and Section 508 requirements;

4.1.1.14. Update and adhere to Do-Not-Call (“DNC”) requests to ensure compliance;

**4.2. Inbound calls. The selected partner shall staff agents and have appropriate technology in place to be capable of:**

- 4.2.1. Answering calls coming from student inquiries and applicants assigned to the agents for outbound contact with abandon rates less than 2%;
- 4.2.2. Servicing rollover calls from UMGC during high volume times with abandon rates less than 2%. UMGC will provide notice to the selected partner for these periods quarterly although there may be additional needs that come up unexpectedly. No less than 14 days’ notice will be given for call roll-over of any significance.;
- 4.2.3. Answering 80% of inbound calls in 20 seconds or less;
- 4.2.4. Providing a seamless warm transfer process to UMGC Admissions advisors resulting in less than 1% drop calls;
- 4.2.5. Documenting all activities and inputting accurate notes in UMGC’s Customer Relationship Management System (“Salesforce”);
- 4.2.6. Creating cases in Salesforce when warranted;
- 4.2.7. Handling calls in compliance with all UMGC requirements, including, but not limited to, the Telephone Consumer Protection Act (“TCPA”), the Family Educational Rights and Privacy Act (“FERPA”), Title IV regulations, the Americans with Disabilities Act (“ADA”) and Section 508 requirements.

**4.3. Outbound and Inbound email and texting (“SMS”). The selected partner shall staff agents and have appropriate technology in place to be capable of:**

- 4.3.1. Sending and receiving email to and from student inquiries and applicants through one-to-one email;
- 4.3.2. Sending outbound text (“SMS”) messaging with potential to grow into conversational texting (I.e., back and forth communication between agent and student/applicants);
- 4.3.3. Documenting all activities and inputting accurate notes in UMGC’s Customer Relationship Management System (“Salesforce”);

- 4.3.4. Creating cases in Salesforce when warranted;
- 4.3.5. Handling email and SMS communications in compliance with all UMGC requirements, including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), Title IV regulations, the Americans with Disabilities Act (“ADA”) and Section 508 requirements.

**4.4. Staffing, Training and Quality Assurance:** The selected partner shall:

- 4.4.1.1. Provide appropriate staffing levels to achieve specified service level agreement (“SLAs”) for outbound and inbound forms of contact;
- 4.4.1.2. Provide training personnel who will complete a UMGC initial training and certification process. Training will be initially delivered by UMGC to the selected partner’s training personnel who will then be responsible for training new agents hired by the selected partner. Agents will be expected to follow the UMGC process for servicing inquiries and applicants to ensure outstanding customer service with accurate advising.;
- 4.4.1.3. Provide quality assurance evaluations using live and recorded calls;
- 4.4.1.4. Provide ongoing training in accordance with UMGC training guidelines, performance metrics, and quality assurance results;

**4.5. Data and Reporting. The selected partner shall have appropriate technology in place to:**

- 4.5.1. Provide weekly status reports to the UMGC Office of Admissions /or assigned UMGC staff to include:
  - 4.5.1.1. Agent name;
  - 4.5.1.2. Number of calls observed;
  - 4.5.1.3. Call rating;
  - 4.5.1.4. Standard data on the call observed;
  - 4.5.1.5. Call recording;
  - 4.5.1.6. Telephony metrics;
  - 4.5.1.7. Date/time of call;
  - 4.5.1.8. Abandon calls;

- 4.5.1.9. Warm transferred calls;
- 4.5.1.10. Drop calls;
- 4.5.1.11. Call answer rate;
- 4.5.1.12. Attempt rate;
- 4.5.1.13. Contact rate;
- 4.5.1.14. Average response time;
- 4.5.1.15. Number of attempts per inquiry/applicant;
- 4.5.1.16. Penetration rate of the designated outreach strategy;
- 4.5.1.17. Length of call;
- 4.5.1.18. Average talk time;
- 4.5.1.19. Average handle time;
- 4.5.1.20. Average agent ready vs. not ready time

**4.6. Service Availability.**

4.6.1. **Hours of Operation.** Staffing coverage and services will need to align with the time zone of the student inquiry or applicant, which includes all time zones in the United States for the following periods:

- 4.6.1.1. Monday-Friday 9am-9pm
- 4.6.1.2. Saturday 9am-4pm
- 4.6.1.3. Sunday 9am-4pm

**4.7. Key Performance Indicators (“KPIs”). The following KPIs will be used to measure the call center services provided:**

- 4.7.1. Ability to make an Outbound Call within one minute of receiving a student inquiry or applicant assignment in Salesforce;
- 4.7.2. Ability to answer 80% of Inbound Calls in 20 seconds or less;
- 4.7.3. Ability to achieve 2% or less Abandoned Call Rate for Outbound and Inbound Calls;

4.7.4. Ability to provide warm transfer process to UMGC Admissions advisors resulting in less than 1% drop calls;

**4.8. Information and Data Security.** The selected partner 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/index.cfm>). UMGC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Refer to Section 6.4 "Security" in Appendix C-1 "UMGC Master Contract – Sample Only" for the contractual security and privacy requirements for the awarded contract.

## **5. Assumptions.**

- 5.1.** After a warm transfer from the selected partner's agents, UMGC will administer all admissions decisions and register the student in UMGC's Student Information System ("SIS"), which is currently PeopleSoft, and work with students for financial assistance and payments;
- 5.2.** The selected partner will meet weekly with UMGC Admissions leaders to provide status reports. Virtual meetings are acceptable.;
- 5.3.** The selected partner will provide all equipment, space, etc., for their call center agents (no agents will be onsite at UMGC's location). Agents working in remote or virtual locations is acceptable;
- 5.4.** UMGC will provide the selected partner's agents and applicable personnel with access to UMGC's instance to Salesforce and/or any other UMGC system that is required for the selected partner to provide the call center services described herein;
- 5.5.** UMGC will assign 10,000 – 20,000 inquiries/applicants per month;
- 5.6.** UMGC will provide the selected partner's agents and applicable personnel with UMGC email addresses.

END OF SECTION II: SCOPE OF WORK

## SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

### ARTICLE 1. TECHNICAL PROPOSAL REQUIREMENTS

#### 1. General Proposal Requirements.

**1.1. Technical Proposals should be 25 pages or less, excluding the Transmittal Letter, the sample reporting appendix, Key Personnel resumes, reference information, financial attestation, and any required appendices and/or procurement forms.**

**1.2. Transmittal Letter:** A transmittal letter prepared on the Offeror's business stationery must accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Technical Proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Technical Proposal (see 1.3 below).

1.2.1. Include the Offeror's official business address and state in which it is incorporated or organized (if Offeror is not an individual).

1.2.2. An appropriate contact name, title, phone number, and email address for UMGC's use during the procurement process.

1.2.3. Do not include price information in the transmittal letter.

**1.3. Signing of Forms:** A Technical Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Technical Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Technical 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 Proposals/ Technical Criteria.

The following information in items 2.1 through 2.12 below must be furnished in the Technical Proposal. Failure to address any of the requested information or to include any of the items listed below may disqualify your firm's response. The Technical Criteria items 2.1 through 2.7 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.

The Technical Proposal should be prepared in a clear, detailed, and concise manner. The Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided but must be attached as an appendix rather than included within the body of the Technical Proposal. *Offerors must paginate the*

***Technical Proposal and are requested to provide tabs to separate responses to each of the Technical Criteria.***

**2.1. Mandatory Technical Requirements.** Technical Proposals must demonstrate that the Offeror:

- 2.1.1. has at least three (3) years of experience serving higher education clients working with enrollment management services/admissions at a University of similar size and scope to UMGC;
- 2.1.2. has experience and ability to integrate their auto-dialer technology with UMGC's Salesforce CRM instance;
- 2.1.3. has a system for tracking agreed upon metrics, service levels and key performance indicators to provide sophisticated analytics and real-time detailed status reporting at the cadence required by the UMGC Office of Admissions.

**2.2. Approach to Providing the Services.** Describe how your firm will manage and execute the call center services listed in Section II. Scope of Work. Include the following descriptions:

- 2.2.1. Provide the name of the auto-dialer system you use and describe your experience integrating your auto-dialer system with Salesforce via an API.
- 2.2.2. Describe how your auto-dialer system integrates with Five9 to ensure calls are not dropped and there is no audio interference. Include your experience integrating with Five9.
- 2.2.3. Describe how you perform campaign strategy and management, including turnaround time for updating campaigns and the system that is used to handle campaign management;
- 2.2.4. Describe how you handle quality assurance ("QA") to determine and measure call representative compliance, effectiveness, and professionalism. Include how you review call recordings, how you will provide call recordings to UMGC for QA review and how you will provide follow-up training to staff as needed.
- 2.2.5. Describe how you will ensure compliance with TCPA/DNC, FERPA, Title IV regulations, ADA and 508 regulations;
- 2.2.6. Describe the security features, controls, and data governance currently in practice at your firm. Include how your firm takes measures to ensure confidentiality and security of personal data. Include a list of available control reports, third-party or self-assessments, and/or other applicable certifications your firm has undertaken or received (i.e. SOC 2 Type 2 reports, HECVAT, ISO, NIST, etc.);

- 2.2.7. Describe how you manage technical issues and incident tracking. Include the process UMGC would follow to submit technical issues and incidents and the process by which you would follow to alert UMGC about technical issues and incidents. Include resolution time for technical issues and incidents based on severity level.
- 2.2.8. Describe experience with non-English speaking students;
- 2.2.9. Describe escalation procedures, methods and technologies for student interactions that require UMGC personnel;
- 2.2.10. Describe your in-house technical support;
- 2.2.11. Describe any outsourced or subcontracted services;
- 2.2.12. Describe any and all assumptions regarding UMGC resources and/or involvement in performance of the call center services.

### **2.3. Approach to Measuring Performance and Providing Reporting:**

- 2.3.1. Describe how and what technology you will use to track and provide reporting of service levels and performance metrics to UMGC. Include the system(s) used for reporting, a list of all metrics that can be captured and cadence, and process for sharing reports with UMGC.
- 2.3.2. Describe how requests for custom reports will be handled.
- 2.3.3. Provide a sample report for UMGC to review as an appendix to your Technical Proposal.

### **2.4. Staffing Personnel and Training.**

- 2.4.1. Provide a timeline for staffing agents and applicable personnel to service UMGC. Describe if your agents work from a single location, multiple locations and/or out of their own homes. Describe if you will staff from current staff resources or if you will need to hire for all positions needed to provide the required services.
- 2.4.2. Describe recruitment, training, and retention methodologies for personnel. Describe the training approach for regulatory compliance.
- 2.4.3. Describe the process for meeting SLAs in the event of turnover, time off, etc.
- 2.4.4. Provide a recommended timeline of tasks, roles, and responsibilities for the initial set up beginning upon contract execution by UMGC and no later than July 1, 2022. Include milestones for completing implementation/set-up of services and staffing.



## 2.5. Proposed Key Personnel\* Qualifications:

- 2.5.1. Provide names and qualifications (i.e. resumes) for the Key Personnel to be assigned to UMGC. Resumes must include years of experience providing call center services, employment history, client experience in the role to be provided to UMGC, and areas of expertise. For this engagement, the Key Personnel shall include:
- 2.5.1.1. **Account Representative**: UMGC's point of contact for the contract and also for managing the relationship between the firm and UMGC from contract award through contract expiration or termination;
- 2.5.1.2. **Operations Manager**: Responsible for oversight of day-to-day operations, staffing, training, and management of all work resulting from the contract, and providing updates and recommendations on how to achieve UMGC's KPIs;
- 2.5.1.3. **Technical Lead**: Responsible for systems integration with support from the UMGC team; must be knowledgeable of integrating your firm's auto-dialer with the Salesforce CRM.

*\*NOTE: By submitting Key Personnel, including, but not limited to, the Account Representative, Operations Manager and Technical Lead for consideration, the Offeror is committing these people to UMGC for the duration of the contract, if awarded. No personnel changes will be permitted without written authorization from the University via a contract amendment. The University, at its sole discretion, reserves the right to request personnel changes if deemed in the best interest of the contract.*

## 2.6. Evidence of Similar/Relevant Experience and References:

- 2.6.1. Provide evidence of a minimum of three (3) years of experience serving higher education clients working with enrollment management services/admissions at a University of similar size and scope to UMGC.
- 2.6.2. Provide evidence of two higher education (2) clients (currently being serviced or prior clients serviced within the last two (2) years) of similar scope and complexity to UMGC's requirements. All projects must be for outbound Admissions call center services similar to UMGC's requirements. Use short case studies to illustrate performance examples of those that the Offeror deems are the best examples of prior or current clients.
- 2.6.3. Provide details about the results from engagements with these clients. Sufficient description of the call center services is to be included so that UMGC may evaluate the similarity and complexity as compared to UMGC's needs.
- 2.6.4. Provide client name, address, contact person, email address, and telephone number including area code and extension. UMGC may contact any of the clients provided to verify the information and to obtain a reference\* on the performance of the Offeror.

2.6.5. Provide a list of higher education clients who Offeror is currently providing call center services.

*\*NOTE: UMGC reserves the right to check any available reference sources as well as factor in past performance with UMGC and/or other USM Institutions and/or the State of Maryland, if applicable, even if not provided as a reference by the Offeror. Please be sure that accurate contact information is provided and that the contact person is capable of speaking to the Offeror's capability in performing the services.*

## **2.7. Financial Attestation.**

2.7.1. Annual Sales Volume for the entire company and the location which will service the University on a per year basis for the last three (3) years [2021, 2020, and 2019] for:

- All Services;
- Call Center Services for Higher Education Outbound Admissions.

2.7.2. Provide a statement or attestation of the company's financial condition to confirm that it has adequate financial resources to support its Technical Proposal response. Financial statement and/or attestation may include:

**2.7.2.1.** A letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement); **or**

**2.7.2.2.** Any other documentation that the Offeror feels adequately attests to its financial resource viability. It is acceptable that such documentation be provided solely in the original copy of the Technical Proposal\*.

*\*NOTE: To ensure that the selected partner has sufficient financial resources to support the contract, prior to the award of the contract, UMGC may, at its sole discretion, request that Offerors and/or the awarded firm submit complete audited financial statements for the most recent fiscal years showing the true condition of the Offeror's assets, liabilities and net worth. If requested, the financial statements must include a balance sheet and income statement. If the Offeror is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If the proposed organization includes more than one firm/company, then the information requested in Section 2.6 above is to be provided for all firms/companies that comprise the Offeror's team.*

**2.8. Special/Unique Qualifications (Optional):** Provide a narrative to elaborate on special/unique qualifications and/or experiences of the Offeror and/or any proposed Key Personnel, which make it uniquely capable to provide the proposed services to UMGC. Special firm and/or individual expertise is to be included.

**2.9. Proposal Affidavit:** Complete and sign the Proposal Affidavit included in Appendix A and enclose 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 with these mandatory terms and conditions. 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 by sending an e-mail to the Box email address listed in Section I., paragraph 5.1 at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Offeror was e-mailed prior to the Proposal due date and time. Technical Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the University.

**SECTION III**  
**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 Technical 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 Technical 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. Initial Technical Evaluation of Qualifying Proposals.**

**2.1. Initial Technical Evaluation:** After compliance with the mandatory requirements has been determined, the Committee shall conduct its evaluation of the technical merit of the Technical Proposals in accordance with the Evaluation Criteria listed in Article 1, § 2, above. Minor irregularities contained in Technical 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 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 a virtual oral presentation/discussion session (“Discussion Session”). The shortlisted Offerors will make a presentation of their proposal to convey their capabilities and expertise in call center services offered by the Offeror as a further consideration in the selection process.

The purposes of the Discussion Session are as follows:

- (i) To provide the Offeror the opportunity to present its proposed services and methodologies in more detail to convey both the Offeror’s and the Key Personnel’s expertise and experience to be used specifically for UMGC’s contract;

(ii) To discuss/clarify any and all aspects of the Technical Proposal, including, but not limited to, a discussion of the Offeror's:

1. Process and model used to provide call center services;
2. Details on campaign strategy performance and management;
3. Process used to assess Quality Assurance of calls and train agents to improve quality;
4. Details about results from engagements for other similar sized customers; and,
5. Details about how performance will be tracked, and metrics measured to evaluate the performance of the selected partner.

(iii) To allow the University to meet the proposed Key Personnel and for these personnel to directly convey their experience and expertise in outbound admissions call center services for a University client;

(iv) To provide an opportunity to clarify the scope of services for the intended contract.

3.2. **Format:** The Discussion Session will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting a discussion session with each of the shortlisted Offerors that allows ample time for the University and the Offeror to ask questions and discuss issues/concerns related to the scope of the contract and the firm's capabilities/qualifications. It is important that those Key Personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. We anticipate that the Discussion Session will be approximately 90 minutes in length.

Each shortlisted Offeror will be required to have all proposed Key Personnel attend the session virtually. Following the Discussion Session, additional follow-up, clarification documentation may be requested of each Offeror.

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

#### 4. **Second Phase Technical Evaluation/Final Technical Evaluation.**

4.1. **Criteria:** Following the Discussion Session held with shortlisted Offerors, a Second Phase Technical Evaluation may 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.

END OF SECTION III, ARTICLE 2

**SECTION III**  
**ARTICLE 3. PRICE PROPOSALS**

**1. Submission.**

Price Proposals will be requested, via addendum, of the final shortlisted firms and must be received at the Issuing Office by the specified due date and time listed in the addendum. A Price Proposal form will be provided to all shortlisted firms, as an attachment to the addendum, for submission by the due date and time. Offerors that have been notified at any time prior to the Price Proposal due date that they have not progressed in the procurement process are not required to submit a Price Proposal.

**2. Evaluation.**

Price Proposals will be evaluated based on the total cost of the services requested for the Initial Term. The University may elect to request Best and Final Price Proposals (BAFOs).

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

END OF SECTION III, ARTICLE 3

**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 evaluation of the Technical Proposals and the Price Proposals (and Best and Final Offers, if applicable), the Evaluation and Selection Committee will make an initial overall ranking of the Proposals and recommend to the Procurement Officer the award of the contract(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. If available, the awarded firm will be required to provide a copy of their firm's latest SOC 2 Type 2 report under the terms and conditions of the awarded Contract. The awarded firm may be required to complete, in its entirety, the Higher Education Community Vendor Assessment Toolkit ("HECVAT") Full or Lite.

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

END OF SECTION III, ARTICLE 4

# **APPENDIX A**

## **TECHNICAL PROPOSAL FORMS**

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

**A-1. Acknowledgement of Receipt of Addenda Form**

**A-2. Bid Proposal/Affidavit**

**APPENDIX A-1**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** 91944

**TECHNICAL PROPOSAL DUE DATE:** \_\_\_\_\_ at X:XX AM/P.M.

**RFP FOR:** Outbound Admissions Call Center Services

**NAME OF OFFEROR:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

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

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**APPENDIX A-2**

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

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

**B. NOT USED**

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

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

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

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

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

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

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

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

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

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

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

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**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):

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**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):

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**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):

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**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:

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Address:

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(If not applicable, so state.)

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

**M. CONTINGENT FEES**

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

**N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

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

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

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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:

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**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 C**

### **CONTRACT FORMS**

- 1. Appendix C-1: Professional Services Contract**
- 2. Appendix C-2: Contract Affidavit**
- 3. Appendix C-3: Employee Confidentiality Agreement**

**APPENDIX C-1**

UNIVERSITY OF MARYLAND GLOBAL CAMPUS  
MASTER CONTRACT #91944  
Outbound Admissions Call Center Services

**SAMPLE CONTRACT- DO NOT COMPLETE**

\_\_\_\_\_, 2022

**CONTRACTOR:**

Federal Employer ID: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Fax: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

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

UMGC Procurement Officer/Contract Manager:  
Phone Number:  
E-mail 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 University College (UMGC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University".

## RECITALS

The University issued solicitation documents (Reference 91944) on \_\_\_\_\_, as amended from time to time (the "Solicitation"), to solicit a provider of outbound admissions call center services. Contractor submitted a technical proposal dated \_\_\_\_\_, and price proposal dated \_\_\_\_\_, 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 call center services (the "Services") 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 \_\_);
- Exhibit A: The Solicitation #91944 and all Addendums to the solicitation,
- Exhibit B: Contractor's Technical Proposal dated \_\_\_\_\_ as to Sections \_\_\_\_\_ only and Price Proposal OR Best and Final Price Proposal dated \_\_\_\_\_;

1.3. This Contract shall commence on the date the Contract is executed on behalf of UMGC and shall be in effect for one (1) year ("Initial Term") unless otherwise extended, expired, or terminated pursuant to this Contract. In the event that the aggregate maximum fee is not exceeded during the Initial Term, following the Initial Term of the Contract, at the sole discretion of UMGC, there will be an option for renewal for a period not to exceed a cumulative total of one (1) additional year ("Renewal Term"). There is no guarantee of any dollar amount or quantity of call center services under this Contract.

In addition to its termination rights per Section 11.1 and 11.2, UMGC at its sole option may discontinue the Contract, in whole or in part, at any time during the Initial Term or Renewal Term with 30 days' notice with no further obligations to the Contractor and with no penalty. If UMGC elects to discontinue any part or all of the Contract, a summation of work in progress for the Contract will be made and a mutual agreement as to how to finalize this work in progress and/or transition to a new provider of UMGC Contact Center services will be made.

### 2. PROFESSIONAL SERVICES

- 2.1.** The Contractor shall perform the Services as described in the Solicitation and in this Contract. Services shall be performed in accordance with the required schedule. The Contractor shall perform the Services as expeditiously as is consistent with good professional skill and care and the orderly progress of the Services.
- 2.2.** As part of the Services, Contractor shall provide performance data and metrics as described in the Solicitation. Contractor must meet or exceed the service level and performance requirements that are stated in the Solicitation, this Contract, and the Contractor's Proposal, unless revisions are mutually agreed to in writing by both parties. Contractor shall provide daily and/or real-time performance reports, at the request of UMGC, to demonstrate achievement and/or performance of the service level and performance requirements.
- 2.3.** The maximum fees for the Contractor's professional services will be in accordance with Contractor's Price Proposal OR Best and Final Price Proposal dated \_\_\_\_\_. In no event will the aggregate maximum fee for any Services performed under this Contract exceed \$1,000,000.
- 2.4.** The UMGC Office of Strategic Enrollment Management will designate a staff member to act as coordinator ("Contract Coordinator") between UMGC and the Contractor. Throughout the period of the Services, copies of all correspondence, work products, specifications, estimates, and other materials prepared by the Contractor should be directed to the Contract Coordinator and also to any other UMGC personnel designated by the Contract Coordinator. Direct contact or communication by the Contractor with other UMGC offices or any other entity concerning the Services shall be made only with the prior knowledge and concurrence of the Contract Coordinator.
- 2.5.** The Key Personnel for the Services shall be the same team identified in the Contractor's submittal responding to UMGC's solicitation. No substitutions of Key Personnel shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or resignation, or as otherwise approved by the Procurement Officer. In any of these events, the Contractor shall promptly notify the Procurement Officer in writing. To the extent practicable, the request to substitute a Key Personnel member shall be made at least fifteen (15) business days in advance of the proposed substitution and shall contain the information required below. The Procurement Officer must agree to the substitution in writing before such substitution shall become effective.

All proposed substitutions of Key Personnel shall have qualifications at least equal or better to that of the person initially proposed by the Contractor and evaluated and accepted by UMGC. The burden of illustrating this comparison shall be the Contractor's. If one or more of the Key Personnel are unavailable for work under this Contract for a continuous period exceeding fifteen (15) calendar days, the Contractor shall immediately notify Procurement Officer and propose to replace personnel with personnel of equal or better qualifications within fifteen (15) calendar days of notification. All requests for substitutions shall include a detailed explanation of the circumstances necessitating the proposed substitutions, a resume(s) of proposed substitute(s), and any other information requested by the Procurement Officer to make a determination as to the appropriateness of the proposed substitution ("the Selection Process"). As part of the Selection Process, UMGC, at its sole discretion, may interview the proposed substitute(s) as well as check references of other clients where the substitute(s) was (were) assigned.



The University may, at its sole discretion request a change of Contractor's personnel or a change of any subcontractor's personnel (Key or otherwise) if deemed to be in the best interest of the University. If such a request is made, Contractor is to a) remove the person from the University within the time frame specified by the University; b) replace the person with a suitable replacement on a temporary basis within five (5) days; and, c) work diligently in accordance with the Selection Process to find a suitable permanent replacement with similar experience and skills in a timely manner, but no later than thirty (30) days from the removal date of the original staff person. All assignments are subject to written approval via a Contract Amendment.

- 2.6.** The Contractor's staff will be required to provide Services during the hours of operation as set forth in Section II, Scope of Work of the Solicitation, and, if applicable, will follow the University's holiday calendar. Any changes to the hours of operation shall be requested in writing and shall require approval in writing in advance by UMGC. UMGC and Contractor will meet regularly to determine if the workload is exceeding the capacity of the assigned staff size and work will be prioritized to fit within the planned capacity. Requests and need for support over and above the planned capacity shall require approval by UMGC.
- 2.7.** Contractor's staff providing Services under this Contract must sign a UMGC Confidentiality Agreement provided by UMGC to Contractor.
- 2.8.** Major changes in Contractor's organization, such as changes of control or ownership, shall be reported to UMGC in writing no later than fourteen (14) business days following their occurrence. Changes in Contractor organization and/or staffing assigned to or supporting UMGC shall be reported to UMGC in writing no later than three (3) business days following their occurrence.
- 2.9.** Contractor acknowledges and agrees that time is of the essence as to the production and delivery of all Services hereunder.
- 2.10.** Contractor shall comply with the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. 12101 et seq.) as well as all applicable federal and state laws and regulations, guidelines and interpretations issued thereto.
- 2.11.** The University shall be the principal reviewer and final decision-making authority for the engagement. In the event of any disagreement or dispute between any members of the Contractor's staff and the University as regarding the Contract, the Disputes process per Section 11.10 of this Agreement may be initiated.
- 2.12.** All terms and conditions of UMGC's Solicitation, and any amendments thereto, are made a part of this Contract unless expressly contradicted by a term or condition of this Contract. 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 Contract unless set forth in an amendment of the solicitation or in this Contract 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 OR Best and Final Price Proposal dated \_\_\_\_\_.
- 3.2.** As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University's receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.

All invoices must contain the following information: state "Invoice" on the bill; reference the Solicitation number and date; type of billing (i.e., hourly, monthly fee, the Deliverable, payment number); the Federal Employer's ID Number; and additional information as may be specifically required elsewhere in the Solicitation or this Contract.

Invoices shall be sent electronically to [accountspayable@umgc.edu](mailto:accountspayable@umgc.edu).

- 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 as set forth in the Contract.
- 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 the University may deem necessary to secure for the University the rights in the Work.
- 4.6. In the event of loss of any University data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, irrespective of cost to Contractor, to the extent possible, in the manner and on the schedule set by the Contract Monitor. The Contractor shall establish commercially reasonable measures such that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) intentionally damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

## **5. EVALUATION AND ACCEPTANCE PROCEDURE**

- 5.1. Upon commencement of the Services by Contractor, UMGC will begin the evaluation process, which shall include, but not be limited to, the steps described below.
- 5.2. Upon receipt of a monthly invoice, UMGC shall determine whether Contractor's Services Materially Conform to the specifications, service levels, and other requirements as defined in the Contract. As used herein, the term "Materially Conforms" means that the call center services are executed in accordance with the Solicitation, the Contractor's Proposal and the Contract. If the Services are executed to the specifications in the Solicitation, the Contractor's Proposal, and the Contract, then UMGC will provide confirmation to Contractor that the Services are accepted.
- 5.3. If the Services do not Materially Conform with the specifications in the Solicitation, the Contractor's Proposal, and the Contract, UMGC shall immediately inform the Contractor of the deficiencies. UMGC may, at its sole discretion, may (a) modify the Contract, (b) begin the termination process as defined in section 1.3 of the Contract, or (c) accept the Services. If UMGC does not elect to terminate this Contract, it has not automatically waived its right to do so following any additional failed attempts at correction by Contractor to which the parties may agree.

## **6. REPRESENTATIONS AND WARRANTIES**

**6.1.** Each party warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

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

a. 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;

b. 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;

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

d. To the extent that personal data is disclosed, it shall comply with all international, federal, state, and local data privacy laws, regulations, and ordinances including, but not limited to, the European Union General Data Protection Regulation 2016/679 (hereinafter referred to as "GDPR"). Compliance with Article 26 of GDPR may require Contractor to agree to the standard contractual clauses adopted by the EU Commission; and,

e. 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.

**6.3. Software Warranty** Contractor hereby represents and warrants that:

a. That it shall perform all of the Services and Work in a professional manner in accordance with industry standards for software and related services, and that the software and related services will conform to the specifications in the Contract.

b. Contractor is the owner or authorized user of Contractor 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.

c. 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.

d. Contractor has used industry standards for vulnerability testing and software quality code reviews to ensure that software is free of any and all "time bombs," computer viruses, copy protect mechanisms or any disclosed or undisclosed features which may disable Contractor software or render it incapable of operation (whether after a certain time, after transfer to another central processing unit, or otherwise).

e. If hosted services, the Contractor hereby warrants and represents the Contractor warrants that it has used industry standards for vulnerability testing and software quality code reviews to ensure that computer software purchases, as delivered, does not contain

any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of the conditions, or manually on the command of the Contractor.

#### 6.4. Security.

a. 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/index.cfm>). UMGC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:

- Identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract;
- Assessment of the contractor's security and privacy controls;
- Including UMGC's security and privacy requirements in the contract;
- Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

b. 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.

c. 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.

d. Contractor shall report any confirmed or suspected breach of University data to UMGC's Computer Incident Response Team (CIRT) via email to [CIRT@umgc.edu](mailto: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 within 12 hours of discovery or detection.

e. Contractor shall follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.

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

g. On an annual basis, Contractor shall obtain Service Organization Control (SOC) 2 Type 2 reports (the "Report") for all 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 Contract in the sole and reasonable discretion of UMGC.

h. 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

## **7. INTELLECTUAL PROPERTY**

- 7.1. Neither party may use the other party's name, trademarks or other proprietary identifying symbols without the prior written approval of the other party.
- 7.2. 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.
- 7.3. The University grants to Contractor a royalty-free, non-exclusive, non-transferable, revocable license to use the University's name, logos, and other identifying symbols for the limited purposes of this Contract, provided Contractor is acting in accordance with instructions provided by the University. Such use will be in accordance with the approved University's Identity Guide provided to the Contractor by UMGC.

## **8. CONFIDENTIAL INFORMATION**

- 8.1. 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.

- 8.2.** 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.
- 8.3.** 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.
- 8.4.** 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.
- 8.5.** 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.
- 8.6.** Contractor’s obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 8.7.** 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 6I shall be a material breach of this Contract.
- 8.8.** 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

**8.9.** 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.

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

**8.11.** All employees of the Contractor assigned to UMGC will be required to sign a confidentiality agreement provided by UMGC to Contractor.

## **9. RELATIONSHIP OF THE PARTIES**

**9.1.** 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.

**9.2.** 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.

**9.3.** 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.

## **10. DISTRIBUTION OF RISK**

**10.1.** 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, as further set forth in Section 11.22.1, or as set forth in Contractor's Proposal should the coverage and limits therein exceed the minimum levels set forth in Section 11.22.1. Contractor shall provide to the Procurement Officer a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.

**10.2.** 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 in cooperation with the State of Maryland Attorney General's Office or settle any such liabilities, claims, or demands.

- 10.3.** 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.

## **11. GENERAL TERMS AND CONDITIONS**

- 11.1.** 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.
- 11.2.** 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.
- 11.3.** 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.

**11.4.** 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.

**11.5.** Subcontracting and Assignment.

**11.5.1.** 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.

**11.5.2.** 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.

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

**11.7.** 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.

**11.8.** No Third Party Beneficiaries. This Contract 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 Contract.

**11.9.** 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 – ADMIN BLDG

Attn: Procurement Officer  
3501 University Blvd East  
Adelphi, MD 20783-8044

For the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 11.10.** 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.
- 11.11.** 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.
- 11.12.** 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.
- 11.13.** Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 11.14.** 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.
- 11.15.** 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.

- 11.16.** 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.
- 11.17.** 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.
- 11.18.** 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.
- 11.19.** 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.
- 11.20.** 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.
- 11.21.** 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.
- 11.22.** Insurance
- 11.22.1.** The Contractor shall secure, and may 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 \$1,000,000 products/completed operation

Not less than \$1,000,000 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

Limits of insurance may be achieved either singularly or by combination of applicable coverages.

**11.22.2.** The Contractor shall provide to the Procurement Officer a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter. All insurance certificates provided to the University for general and/or excess liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University as an additionally insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University and to the persons or property of employees, student, faculty members, agents, officers, regents, invitees or guest of the University.

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

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

UNIVERSITY OF MARYLAND  
GLOBAL CAMPUS

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

**C. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

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**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 \_\_\_\_\_, 20\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: \_\_\_\_\_ By: \_\_\_\_\_



## APPENDIX C-3

### EMPLOYEE CONFIDENTIALITY AGREEMENT

#### University of Maryland Global Campus

#### Statement of Confidentiality of UMGC Information

You are employed by \_\_\_\_\_ . As an employee of a vendor of University of Maryland Global Campus (“UMGC”), your continued work with UMGC is conditioned upon you agreeing to the terms of this Statement of Confidentiality of UMGC information (“Confidentiality Statement”). As an employee of our vendor, you occupy a position of trust and confidence with respect to UMGC’s affairs and business. In connection with the performance of services on behalf of the UMGC, you may be provided with access to confidential or proprietary information, trade secrets and/or personally identifiable information (“PII”) (collectively, “UMGC Confidential Information”).

The term “PII” means information that can be used on its own or with other information to identify, contact, or locate an individual, including but not limited to: name; address; telephone number, email address; social security number; student identification number, driver’s license number, non-driver identification card number or other identifying number or code; account number, credit card number, debit card number, security code, access or password that would permit access to an individual’s financial information; birth date; gender, race, geographic indicator, biometric identifier and other descriptors.

The term “UMGC Confidential Information” means any and all confidential and/or proprietary knowledge, data or information of UMGC that existed, now exists or is developed during your employment with UMGC, including but not limited to (a) PII; (b) information that is protected from disclosure by federal, state or local laws, regulation or privilege, such as the Family Educational Rights and Privacy Act (“FERPA”), Health Insurance Portability and Accountability Act (“HIPAA”), the Maryland Public Information Act and similar laws, including but not limited to student education records, personnel records, retirement records, and medical, psychological and sociological information, including donor information; (c) trade secrets, inventions, mask works, ideas, processes, research, formulas, source and object codes, data programs, other works of authorship, know-how improvements, discoveries, developments, designs, techniques and any other proprietary technology that is owned by UMGC by law, policy or contract; (d) confidential business and financial information or trade secrets received from a third party, which is subject to a duty on UMGC’s part to maintain the confidentiality of such information; € records pertaining to UMGC’s competitive position with respect to educational services, including but not limited to records addressing fees, tuition, charges, and supporting information held by UMGC (other than fees published in catalogs and ordinarily charged to students), proposals for the provision of educational services other than those generated, received or negotiated with its students, and research, analysis, or plans relating to UMGC’s operations or proposed operations.

The term “UMGC Confidential Information” does not include any information that (a) can be clearly demonstrated to have been in the public domain or publicly known at the time of disclosure; (b) can be clearly demonstrated to have been in the possession of or can be demonstrated to have been readily available to you from another source prior to the disclosure; (c) can be clearly demonstrated has become part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by you; or



(d) can be clearly demonstrated as being independently developed or acquired by you without reference to or reliance upon UMGC Confidential Information.

During your work with UMGC and after the term of your employment with UMGC's vendor, you agree that you will not use, disclose, publish or transfer directly or indirectly any UMGC Confidential Information to another UMGC employee or third party, other than as authorized by UMGC. You agree that you will not use UMGC Confidential Information in any way other than in furtherance of the UMGC business. You agree that you will obtain written approval from the President, Vice President of Human Resources, Provost, Registrar or General Counsel or one of the designees before publishing or submitting for publication any material (written, verbal, or otherwise) that incorporates or includes any UMGC Confidential Information. You further agree that you will not remove any UMGC Confidential Information from UMGC premises or make copies of such materials except for use in UMGC's business. You agree that you shall treat any copies of UMGC Confidential Information with the same degree of confidentiality as the original information and that such copies shall be subject to the same restrictions as the original materials.

You understand that UMGC maintains an electronic mail and Internet/World Wide Web ("Internet") system and related facilities for the purpose of business communications. You acknowledge that UMGC owns such a system and facilities, and that UMGC retains the right to review any and all electronic mail and Internet communications sent through or to that system, with or without notice, at any time. You further acknowledge that you have no right to privacy to any e-mail, Internet communications or use of the Internet while performing work for UMGC. You further agree to comply with the UMGC's procedures concerning the use of e-mail and the Internet including compliance with any destruction and/or retention policies for e-mail communications.

Additionally, you agree that you are not authorized to and will not share passwords used to access UMGC information or systems with anyone. Any information or UMGC Confidential Information obtained from these systems may be protected by various privacy laws and shall not be used or disclosed for any purpose other than as a part of your assigned duties. Misuse or abuse of this access privilege is a serious matter, which may constitute a violation of applicable federal and/or state statutes.

In the event that you receive a request to provide information to a third party, a subpoena or other legal process, which purports to require the disclosure of any UMGC Confidential Information, you shall immediately notify the UMGC Office of Legal Affairs at [legal-affairs@umgc.edu](mailto:legal-affairs@umgc.edu) and shall provide any information requested by UMGC concerning the request, subpoena or legal process or the claims to which it relates.

You acknowledge that upon termination of your employment with UMGC's vendor or at any time upon UMGC's request, you will promptly deliver to UMGC without retaining copies, all documents and materials furnished to you by UMGC or UMGC's vendor, prepared by you for UMGC, or that otherwise incorporates UMGC Confidential Information, including deleting any electronic copies of files or documents containing UMGC Confidential Information that is stored on any computer or other electronic devices belonging to you and shall provide such proof of deletion as may be requested by UMGC. Upon termination or employment with UMGC's vendor, you agree to immediately return any and all electronic and storage devices that were supplied to you by UMGC, including but not limited to laptops, electronic media, local hard drives, mobile devices, smartphones, flash drives, or other electronic equipment.

Violation of this Statement of Confidentiality may result in your removal from working with UMGC as a vendor employee. In addition, UMGC may report any applicable violation of this Confidentiality Statement to criminal authorities for prosecution, if UMGC has reason to believe a crime was committed.

By signing this form, you acknowledge that you have read the Confidentiality Statement and that you understand your obligation as employee of UMGC's vendor to maintain the confidentiality of any and all UMGC Confidential Information and that you understand the potential disciplinary actions that may be taken if you violate this Confidentiality Statement. This signed Confidentiality Statement will be maintained by UMGC.

Vendor's Employee's Acknowledgement:

Received by: \_\_\_\_\_ (UMGC Dept.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**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 form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland, located at: [http://comptroller.marylandtaxes.gov/Vendor\\_Services/Accounting\\_Information/Electronic\\_Funds\\_Transfer/](http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/).

## 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 a Contract.

**2. Rejection or Acceptance of Proposals.**

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

**3. Cancellation of the RFP.**

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

**4. Incurred Expenses.**

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

**5. Payment.**

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

**6. Electronic Funds Transfer ("EFT").**

By submitting a Proposal, the Offeror agrees to accept payment by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Contractor shall

register using the form 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 a Offeror that its entire Proposal is confidential or proprietary will not be upheld.

## **8. Multiple Proposals.**

Offerors may not submit more than one Proposal.

## **9. Alternate Solution Proposals.**

Offerors 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.