



REQUEST FOR PROPOSAL  
FOR  
EMPLOYER OF RECORD SERVICES

RFP NUMBER: BC-21379-A  
ISSUED: July 26, 2024

**Procurement/Issuing Office:**

Department of Procurement & Strategic Sourcing  
University of Maryland, Baltimore County  
Administration Building, 7<sup>th</sup> Floor  
1000 Hilltop Circle  
Baltimore, MD 21250

## TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SECTION</u>
Key Information/Solicitation Schedule	
Scope of Services	I
Technical Proposal	II
Evaluation Process	III
General Information	IV

### APPENDIX A: Attachments

1. Firm Experience
2. Firm References
3. Key Personnel
4. Acknowledgement of Receipt of Addenda Form
5. Bid/Proposal Affidavit
6. Non-Disclosure Form
7. Conflict of Interest Form

### APPENDIX B: Price Proposal Form

### APPENDIX C: UMBC Consulting Agreement

## Key Information/Solicitation Schedule

Solicitation Title:	Employer of Record Services
Solicitation Number:	BC-21379-A
Issue Date:	Friday, July 26, 2024
Procurement Officer:	Teri Michel – <a href="mailto:theres10@umbc.edu">theres10@umbc.edu</a>
Technical Proposals are to be sent to:	<a href="mailto:Technic.j5gt8ch6gm1eczg1@u.box.com">Technic.j5gt8ch6gm1eczg1@u.box.com</a>
Price Proposals are to be sent to:	<a href="mailto:Price_P.rh0z5f1flq6a5gje@u.box.com">Price_P.rh0z5f1flq6a5gje@u.box.com</a>
Questions Due Date & Time:	Monday, August 12, 2024 by 5:00pmET Submit Questions to: <a href="mailto:theres10@umbc.edu">theres10@umbc.edu</a> Responses will be issued by Addenda posted to the UMBC Bid Board by COB Friday, August 16, 2024: <a href="https://procurement.umbc.edu/bid-board/">https://procurement.umbc.edu/bid-board/</a>
<b>Due Date &amp; Time for Proposals:</b>	<b>Friday, August 30, 2024 by 5:00PM ET</b>
Interviews (Virtual):	On or about Wednesday, September 25, 2024; Noon-4pmET, at UMBC’s discretion
Best & Final Offer (BAFO):	On or about Tuesday, October 1, 2024, if requested
Anticipated Award Date:	On or about Friday, October 11, 2024
Contract Commences:	Immediately upon execution
Contract Type:	Indefinite Delivery/Indefinite Quantity
Contract Duration:	Base two-year agreement with the option of (2) one-year renewals at UMBC’s discretion
Primary Place of Performance:	Virtual

## **SECTION I SCOPE OF SERVICES**

### **Description:**

The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, an agency of the state of Maryland (herein referred to as the “University” or “UMBC”), intends to contract with a consulting firm for Employer of Record services on behalf of the UMBC Division of Professional Studies.

### **UMBC BACKGROUND:**

Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve universities that, along with two regional centers and one system office, constitute the University System of Maryland.

UMBC is a dynamic public research university integrating teaching, research and service to benefit the citizens of Maryland. As an Honors University, the campus offers academically talented students a strong undergraduate liberal arts foundation that prepares them for graduate and professional study, entry into the workforce, community service and leadership. UMBC emphasizes science, engineering, information technology, human services and public policy at the graduate level.

In Fall 2023, UMBC enrolled 14,148 students of which 3,658 are graduate students. In addition, there were 569 full-time and 380 part-time faculty.

UMBC was designated as a Doctoral University with Very High Research Activity – also known as R1 – in the 2021 Carnegie Classification of Institutions of Higher Education, which places UMBC among the top 146 research universities in the nation. UMBC’s key research strengths include environmental sciences, high-performance computation, life sciences, health sciences, public policy and social sciences.

### **Scope of Services**

UMBC’s Division of Professional Studies engages a small number of adjunct faculty each semester who teach in an online modality and live outside of the United States. In an effort to ensure compliance with local employment and tax law in these countries, UMBC plans to engage an Employer of Record partner to employ the adjunct faculty on behalf of the University.

#### **Responsibilities of the vendor:**

- Create and execute appropriate employment agreements which are compliant with the local laws based on adjunct faculty employee’s place of residence. UMBC will

contribute specific information to these agreements on topics such as grade submission and required number of class hours.

- Must be able to legally employ workers on behalf of UMBC in countries required (see below).
- Upon notification by UMBC of name/contact information for adjunct faculty, on-board the employee in a manner compliant with the local laws based on adjunct faculty employee's place of residence.
- Remit compensation to the employee per the agreement and administer any withholding per the local laws based on adjunct faculty employee's place of residence. Compensation will be specified in US dollars and UMBC will pay such compensation in US dollars.
- File statutory returns, remittance of taxes, workers compensation, welfare and benefits payments as applicable to each employee, consistent with and as required under applicable in-country labor and employment laws for the employee type.
- Provision of pay slips to employees, timely payment to employees via bank transfer, retain appropriate documentation, and provide UMBC with all records to sufficiently document the performance of these.
- Provide UMBC with clear instructions for communication of employee information and pay rates.
- In cases of adjunct faculty employees who live in multiple locations, determine which country's laws should take precedence.
- Assume any risk in case of allegation of violation of local laws.
- Provide outstanding customer service to employees.

#### Responsibilities of UMBC:

- Provide contract language specific to UMBC's adjunct faculty performance expectations.
- Identify qualified employees and provide training on any UMBC expectations.
- Per established vendor deadlines, communicate name/contact information for adjunct faculty with approved compensation details.
- Monitor the performance of the adjunct faculty and notify vendor if terminations are required.

#### Countries where UMBC has adjunct faculty currently:

- Turkey
- South Africa
- Morocco
- Switzerland
- Canada

Typical number of employees per semester: 4-6

### **Term of Contract**

The contract term will begin on the date of award. The Period of Performance will be 2 years and the University shall have the option to renew the contract for two additional 1-year terms, for a potential 4-year contract period. The renewal option will be exercised at the sole discretion of the UMBC and under the terms and conditions of the original contract. Firms are required to submit

prices for the initial 24-month period (base term). For a multi-year contract or any contract where pricing adjustments may be considered at renewal, it will be the responsibility of the Contractor to request a price increase at least ninety (90) days prior to the end of the base term. Any request for price increase not received by that time will not be considered and pricing in the renewal term will remain as stated during the base term. In determining the appropriateness of a requested price increase, UMBC will refer to the Other Goods & Services category of the CPI-U, for the latest 12 months for which statistics are available. Statistics will be referenced as a cap for negotiating purposes only. Contractor is not to assume that a requested price increase will be applied at renewal.

While it is the intention of UMBC to maintain the contract for the full base term, as an agency of the State of Maryland, the ability to renew beyond the first fiscal period is contingent upon the appropriation of funds by the Maryland General Assembly.

## **Section II**

### **Submission Requirements**

#### **Proposal Submissions**

Responses to RFP #BC-21379-A are to consist of the following:

1. **Technical Proposal:** Submission of your firm's technical proposal by Friday, August 30, 2024 at 5:00pm ET to the following address: [Technic.j5gt8ch6gm1eczg1@u.box.com](mailto:Technic.j5gt8ch6gm1eczg1@u.box.com)
2. **Price Proposal:** Submission of your firm's price proposal by Friday, August 30, 2024 at 5:00pm ET to the following address: [Price.P.rh0z5f1flq6a5gje@u.box.com](mailto:Price.P.rh0z5f1flq6a5gje@u.box.com)

Price proposals must not be included in the same document as your technical proposal.

3. **Interview:** A virtual interview is required for shortlisted firms following the evaluation of Technical Proposals. It is anticipated that one-hour interviews will be conducted on or about Wednesday, September 25, 2024, Noon-4pm ET. Offerors should set this time aside to avoid conflicts. The proposed Key Personnel identified in the technical proposal will be expected to participate the virtual interview. Firms invited to interview will be provided a WebEx link and discussion topics and/or questions from the UMBC evaluation panel.

4. **Best and Final Offer (Shortlisted firms only):** BAFO proposals may be requested at the discretion of the University and BAFO requests may include additional items for clarification. Invitations will include a submission address and will be sent following interviews. Anticipated due date for BAFO submission is Tuesday, October 1, 2024.

## **Technical Proposal Requirements**

### **1. Cover Letter**

### **2. Statement of Approach**

The Offeror is to provide a detailed description of how its proposed services will meet or exceed the requirements of the Scope of Services. This should not only demonstrate the firm's approach, but also display full understanding of the services to be provided. This description must include a list of countries where the firm may legally provide EOR services.

### **3. Problem Escalation Procedures**

The Offeror shall include a Problem Escalation Procedure that includes names, titles, and contact information of individuals to be contacted by UMBC contract administrators should problems arise and explain how problems will be escalated in order to resolve any issues in a timely manner.

### **4. Offeror Qualifications and Capabilities**

Offerors must submit information on prior experience, number of years, knowledge and skills in providing the services listed in the Scope of Services.

UMBC reserves the right to verify all information provided, as well as to consult any other sources available including any person or persons associated with the references provided. UMBC also reserves the right to request additional references or contact any university known to be a client of the offeror. References will be held in the strictest of confidence.

#### **A. Firm Experience**

Using the form in Exhibit A, Attachment 1, list three (3) engagements similar in size and scope to the services requested in this RFP. Engagements performing a similar scope of services for a higher education client will be rated more favorably. Listed engagements should be within the last three (3) years. submission shall include the following:

- University name and location
- Primary contact person, email address, and telephone number
- Contract start date and completion date
- Description of the scope of services
- Approximate annual dollar value of the contract
- Names of key personnel managing the contract

## **B. Firm References**

Using the form in Exhibit A, Attachment 2, provide three (3) references who can attest to the Offeror's experience and capabilities. References may be inclusive of clients listed in Attachment 1.

## **C. Key Personnel**

Using the form in Exhibit A, Attachment 3, the Offeror must designate and provide resumes for the Key Personnel/Account Manager(s) for this engagement.

## **5. Acknowledge Receipt of Addenda**

The bidder must acknowledge receipt of addenda using the form found in Exhibit A, Attachment 4. Addenda will include updates to the information contained in this RFP (potentially to include due dates) and responses to RFIs received by the deadline set in the Key Information grid on page 3. **Addenda will be posted to the UMBC Bid Board <https://procurement.umbc.edu/bid-board/> exclusively.**

## **6. Signed Bid Proposal Affidavit**

The bidder must complete and sign the Bid Proposal Affidavit form found in Exhibit A, Attachment 5.

## **7. Signed Non-Disclosure Agreement**

The bidder must complete and sign the Non-Disclosure Agreement form found in Exhibit A, Attachment 6.

## **8. Signed Conflict of Interest Affidavit & Disclosure Form**

The bidder must complete and sign the Conflict of Interest Affidavit & Disclosure form found in Exhibit A, Attachment 7.

## **9. Acceptance of Terms and Conditions**

By submitting a proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the contract, attached hereto as Appendix C. Any exceptions to this RFP or the sample contract shall be clearly identified in the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's proposal. UMBC reserves the right to accept or reject any exception



## **Section III**

### **Evaluation Process**

UMBC's Evaluation and Selection Committee will review and evaluate all Technical Proposals deemed to be responsive and to satisfactorily address the requirements in this RFP. The Committee will recommend to the UMBC Procurement Officer award of the contract to the Offeror(s) whose submissions are determined to be the most advantageous to UMBC and the State of Maryland based on the results of the evaluation and in accordance with University System of Maryland Procurement Policies and Procedures. Technical merit will be given greater weight than cost in the final ranking. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the firm(s) that provide the best overall value to UMBC.

#### **Technical Proposal Evaluation Criteria**

1. Soundness of technical response to scope of services - 40%
2. Global footprint – 25%
3. Firm experience providing independent contractor EOR services - 25%
4. Procurement review/exceptions to the UMBC Contract Terms & Conditions – 10%

#### **Price Proposal Evaluation Criteria**

The price proposal of each qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the technical evaluation. After a review of the price proposals of qualified offerors, the evaluation committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal. Price proposals will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the information submitted on Attachment B – Price Proposal Form.

#### **Selection**

Upon completion of the Technical Proposal and Price Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror (s) that submitted the proposals determined to be the most advantageous to UMBC. In making this determination, technical factors will receive greater weight than financial factors.

## **SECTION IV GENERAL INFORMATION**

### **Due Date and Time**

The Technical and Price Proposals shall be submitted via email to the Box address provided in the Solicitation schedule with the email time log no later than the date and time indicated in the Solicitation Schedule. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers that do not receive verification should immediately contact the Procurement Officer via email 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.

Best and Final Offers (BAFO) will only be requested from those Proposers who are shortlisted following the Interviews/Second Phase Technical Evaluation. The due date for BAFOs will be confirmed upon completion of the technical evaluation, however, the University anticipates the BAFO due date to be as provided in the Solicitation Schedule.

### **Late Proposals**

Any proposal, request for modification, or request for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

### **Multiple/Alternative Proposals**

Proposers may not submit more than one (1) proposal nor may Proposers submit an alternate to this RFP.

### **Modifications and Withdrawals of Proposals**

Withdrawal of, or modifications to, proposals are effective only if written notice is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an Officer with the authority to commit the company.

No withdrawal or modifications will be accepted after the time proposals are due.

### **Pre-Proposal Conference**

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

### **Issuing Office**

The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submittal of the RFP proposal. The Issuing Office is:

University of Maryland, Baltimore County  
Department of Procurement & Strategic Sourcing  
Administration Building, 7<sup>th</sup> Floor  
1000 Hilltop Circle  
Baltimore, Maryland 21250

All questions on this procurement are to be directed via email to: Teri Michel –  
[theres10@umbc.edu](mailto:theres10@umbc.edu)

### **Questions, Inquiries, Clarifications, and Addenda**

Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.

Should an Offeror find discrepancies in the RFP documents, or be in doubt as to the meaning or intent of any part thereof, the Offeror must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office. A response will be provided via written Addendum posted to the UMBC Bid Board. Failure to request such clarification is a waiver to any claim by the Offeror for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

Oral explanations or instructions will not be binding; only written Addenda will be binding. All Addenda resulting from these requests will be posted on the University's bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.

### **Cancellation of the RFP**

The University may cancel this RFP, in whole or in part, at any time before the awarding of the contract.

### **Proposal Acceptance**

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, in any manner necessary, to serve the best interest of the University and the State of Maryland. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

### **Confidential/Proprietary Information**

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any

justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. Proposals are not publicly opened. Proposers must **clearly indicate** each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

**MBE Notice**

Minority business enterprises are encouraged to respond to this solicitation.

**Financial Disclosure by Persons Doing Business with the State**

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate \$200,000, or more, during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

**Arrearages**

By submitting a response to this solicitation, a firm 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.

**Incurred Expenses**

The University will not be responsible for any costs incurred by any firm in preparation and submittal of a proposal.

**Debriefing of Unsuccessful Proposers**

A debriefing of an unsuccessful proposer shall be conducted upon written (email) request submitted to the Procurement Officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful proposer's proposal only and shall not include a discussion of a competing proposer. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

**Maryland Public Ethics Law**

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, General Provisions Article, Title 5, Subtitle 5.

If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

#### **Use of Affiliates to Avoid Taxation on Income from State Contracts**

Consultant agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the Consultant to an affiliated entity that does not file Maryland income tax returns. Consultant agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Consultant agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) if any such royalty or similar payments are made, Consultant and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that Consultant may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Consultant does business. Consultant agrees that it is authorized to bind its affiliated entities to the terms hereof.

#### **Payments to Consultants by Electronic Funds Transfer**

If the annual dollar value of this contract will exceed \$200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Consultant for this Contract and any other State payments due Consultant unless the State Comptroller's Office grants the Consultant an exemption.

By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT)

Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

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

<https://www.marylandtaxes.gov/divisions/gad/eft-program.php>

## **APPENDIX A**

### **MANDATORY ATTACHMENTS**

- Attachment 1: Firm Experience
- Attachment 2: Firm References
- Attachment 3: Key Personnel
- Attachment 4: Acknowledge Receipt of Addenda
- Attachment 5: Bid Proposal Affidavit
- Attachment 6: Non-Disclosure Form
- Attachment 7: Conflict of Interest Form

**Attachment 1 – Firm Experience**

List three (3) engagements similar in size and scope to the services requested in this RFP. At least two of the three, and preferably all three, should be with a public university, federal or state agency and should be within the last three (3) years. Attach additional sheets as necessary.

Proposing Firm: \_\_\_\_\_

**Engagement 1**

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

Sponsor Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Sponsor Email Address: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

Dollar Value of Project: \_\_\_\_\_

Firm's Role in the Project: \_\_\_\_\_

Names of Key Personnel and their Assigned Role(s): \_\_\_\_\_

Similarities of the Project to the Scope of Services in this RFP: \_\_\_\_\_

**Engagement 2**

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

Sponsor Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Sponsor Email Address: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_



Dollar Value of Project: \_\_\_\_\_

Firm's Role in the Project: \_\_\_\_\_

Names of Key Personnel and their Assigned Role(s): \_\_\_\_\_

Similarities of the Project to the Scope of Services in this RFP: \_\_\_\_\_

**Engagement 3**

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

Sponsor Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Sponsor Email Address: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

Dollar Value of Project: \_\_\_\_\_

Firm's Role in the Project: \_\_\_\_\_

Names of Key Personnel and their Assigned Role(s): \_\_\_\_\_

Similarities of the Project to the Scope of Services in this RFP: \_\_\_\_\_

**Attachment 2 – Firm References**

Provide three (3) references who can attest to the Offeror’s experience and capabilities. References may be inclusive of those included in Attachment 1.

Proposing Firm: \_\_\_\_\_

**Reference 1**

Name of Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Role Firm Played in Project: \_\_\_\_\_

**Reference 2**

Name of Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Role Firm Played in Project: \_\_\_\_\_

**Reference 3**

Name of Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Role Firm Played in Project: \_\_\_\_\_

**Attachment 3 – Key Personnel**

Designate the Project/Account Manager and other Key Personnel for this project. Attach additional sheets as necessary. Attach C.V.s for each individual listed.

**Project Director**

Name: \_\_\_\_\_ Estimated Time Assigned to this Project: \_\_\_\_\_

Educational Background:

Association/Institution: \_\_\_\_\_

License/Certification/Degree Held: \_\_\_\_\_

Certified Actuary? (yes/no) \_\_\_\_\_ Certifying Association: \_\_\_\_\_

Employment Background:

Most Recent Position Held: \_\_\_\_\_ Duration: \_\_\_\_\_

Relevant Experience: \_\_\_\_\_

**Other Personnel**

Name: \_\_\_\_\_ Estimated Time Assigned to this Project: \_\_\_\_\_

Educational Background:

Association/Institution: \_\_\_\_\_

License/Certification/Degree Held: \_\_\_\_\_

Certified Actuary? (yes/no) \_\_\_\_\_ Certifying Association: \_\_\_\_\_

Employment Background:

Most Recent Position Held: \_\_\_\_\_ Duration: \_\_\_\_\_

Relevant Experience: \_\_\_\_\_

**Attachment 4 - ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**RFP NO.:** BC-21379-A

**RFP FOR:** Employer of Record Services

**PROPOSAL DUE DATE:** Friday, August 30, 2024 by 5:00pm ET

**NAME OF PROPOSER:** \_\_\_\_\_

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 \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 5 - BID/PROPOSAL AFFIDAVIT**

## A. Authority

I HEREBY AFFIRM THAT:

I (print name) \_\_\_\_\_ possess the legal authority to make this Affidavit.

## B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. 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. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

## B-1. Certification Regarding Minority Business Enterprises.

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.**

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) 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 Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with 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, §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 subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
  - (a) A court:

- (i) Made the finding; and
  - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (ii) Not overturned on judicial review;
  - (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
    - (a) A court:
      - (i) Made the finding; and
      - (ii) Decision became final; or
    - (b) The finding was:
      - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
      - (ii) Not overturned on judicial review; or
  - (15) 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 in §§B and C and subsections D(1)—(14) of this regulation, 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, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the names of the persons 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, construction related services, leases of real property, or construction.

#### H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

#### I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: 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 Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### J. 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, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)****I FURTHER AFFIRM THAT:**

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

**M. I FURTHER AFFIRM THAT:**

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

**N. ACKNOWLEDGEMENT**

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 the 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 statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with 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: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

## Attachment 6 – Non-Disclosure Agreement

THIS NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and the University of Maryland, Baltimore County, a constituent institution of the University System of Maryland and an instrumentality of the State of Maryland (UMBC) and \_\_\_\_\_ (Receiving Party). For purposes of this Agreement UMBC and \_\_\_\_\_ are sometimes collectively referred to as “the Parties” or individually as “a Party”.

A. The Parties intend to enter, or have entered, into contract(s) in connection with services to be provided by Receiving Party to UMBC that will include UMBC’s disclosure of certain Confidential Information.

B. In order to protect the UMBC’s substantial investment in their Confidential Information, the Parties have agreed to abide by the terms and conditions of this Agreement.

For and in consideration of the above premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used in this Agreement:

(a) “Confidential Information” shall mean the proprietary and confidential data or information of UMBC, which is of tangible or intangible value to UMBC and is not public information or is not generally known or available to UMBC’s clients or competitors but is known only to UMBC and those of its employees, independent contractors, consultants, customers, or agents to whom it must be confided in order to apply it to the uses intended, including, without limitation, data, methods, processes, strategies, plans, financial information, lists of client or prospective clients, marketing methods and business plans gained by the Receiving Party as a result of the Receiving Party’s participation in any contract(s) for services. Confidential Information shall not include information which: (i) at the time of disclosure to Receiving Party is in the public domain through no act or omission of Receiving Party; (ii) as shown by written records, is already known by Receiving Party; or (iii) is revealed to Receiving Party by a third party who does not thereby breach any obligation of confidentiality and who discloses such information in good faith.

(b) “Entity” shall mean any person, partnership, joint venture, agency, governmental subdivision, association, firm, corporation or entity.

2. Nondisclosure; Ownership of Proprietary Property.

(a) Receiving Party hereby acknowledges that it is in the best business interests of UMBC to insist on the strict confidentiality of any of its Confidential Information that may be disclosed as a result of contract(s) between the Parties.

(b) In recognition of UMBC's need to protect their legitimate business interests, Receiving Party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of UMBC as strictly confidential and wholly owned by UMBC and that Receiving Party will not, for any reason or in any manner, either directly or indirectly, use, sell, lend, lease, distribute, license, give, transfer, assign, show, disclose, disseminate, reproduce, copy, appropriate, or otherwise communicate any such item of information or data to any person or Entity for any purpose other than strictly in accordance with the express terms of this Agreement or any other written agreement between the Parties. With regard to each item of information or data constituting Confidential Information, the covenant in the immediately preceding sentence shall apply at all times the Parties are under contract and for five (5) years after the termination of any contract(s) for services.

(c) Receiving Party shall exercise its best efforts to ensure and maintain the continued confidentiality of all Confidential Information known by, disclosed, or made available to Receiving Party or Receiving Party's employees or personnel during performance of the services subject to any contract between the parties, but never less than the same care and caution Receiving Party affords its own confidential information. Receiving Party shall immediately notify UMBC of any intended or unintended, unauthorized disclosure or use of any Confidential Information by Receiving Party or any other person of which Receiving Party becomes aware. Receiving Party shall assist UMBC, to the extent necessary, in the procurement or any protection of UMBC's rights to or in any of the Confidential Information.

(d) Upon termination of all contract(s) for services, or anytime at the specific request of UMBC, Receiving Party shall return to UMBC all written or descriptive materials of any kind that contain or discuss any Confidential Information, and the confidentiality obligations of this Agreement shall continue until their expiration under the terms of this Agreement.

(e) Receiving Party shall not, at any time, without the prior written consent of UMBC, make any announcement, issue any press release, or make any statement to any third party (except its representatives) with respect to this Agreement, any contract(s) for services with UMBC, or any of the matters disclosed by UMBC.

3. Remedies: Damages, Injunctions and Specific Performance. Receiving Party expressly understands and agrees that the covenants and agreements to be rendered and performed by Receiving Party pursuant to Paragraph 2 are special, unique, and of an extraordinary character, and in the event of any default, breach, or threatened breach by Receiving Party of Paragraph 2, UMBC shall be entitled to such relief as may be available to it pursuant hereto, at law or in equity, including, without limiting the generality of the foregoing, any proceedings to: (i) obtain damages for any breach of this Agreement; (ii) order the specific performance thereof; or (iii) enjoin the breach of such provisions.

4. Binding Effect and Assignability. The rights and obligations of each Party under this Agreement shall inure to the benefit of and shall be binding upon any subsidiary, affiliate, successor or permitted assign of or to the business of such Party, to the extent provided below. Neither this Agreement nor any rights or obligations of either Party under this Agreement shall be transferable or assignable by that Party without the prior written consent of the other Party, and any attempted transfer or assignment of this Agreement by either Party not in accordance herewith shall be null and void.

5. Severability. All paragraphs and subparagraphs of this Agreement are severable, and the unenforceability or invalidity of any of the paragraphs or subparagraphs of this Agreement shall not affect the validity or enforceability of the remaining paragraphs or subparagraphs of this Agreement, but such remaining paragraphs or subparagraphs shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.

6. Waiver. The waiver by either Party of a default or breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent default or breach of the same or of a different provision by that Party. No waiver or modification of this Agreement or of any covenant, condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by the Party or Parties to be charged therewith.

7. Venue and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to the conflicts of law provisions hereof. Any legal proceeding arising out of or relating to the Agreement shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

8. Miscellaneous. This Agreement contains the complete agreement concerning the arrangement between UMBC and the Receiving Party regarding its subject matter, as of the date hereof, and supersedes all other similar nondisclosure agreements or understandings between the parties, whether oral or written, consistent or inconsistent, with this Agreement. This Agreement may not be amended by the Parties except by a writing executed by both Parties.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement, as of the Effective Date.

UNIVERSITY OF MARYLAND,  
BALTIMORE COUNTY

\_\_\_\_\_

By: \_\_\_\_\_  
(Name and Title) Date

By: \_\_\_\_\_  
(Name and Title) Date

**Attachment 7 – Conflict of Interest Affidavit & Disclosure Form**

1. “Conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
2. “Person” includes an Offeror, Contractor, consultant, or subcontractor or sub-consultant 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 Proposal is made.
3. The Offeror warrants that, except as disclosed below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
4. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):

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5. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the 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 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.

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

Offeror: \_\_\_\_\_  
*Company Name*

By: \_\_\_\_\_  
*Signature*

Printed Name: \_\_\_\_\_  
*Printed Name*

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

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

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**APPENDIX B****Price Proposal**

Price proposals are due Friday, August 30, 2024 by 5:00pm ET  
and should be emailed to:

[Price\\_P.rh0z5f1flq6a5gje@u.box.com](mailto:Price_P.rh0z5f1flq6a5gje@u.box.com)

Price information should not be included with Technical Proposal.



**PRICE PROPOSAL FORM**

PROPOSAL NO.                   **#BC-21379-A – Employer of Record Services**

DUE DATE:                       Friday, August 30, 2024 at or before 5:00pmET

PROPOSER:                       \_\_\_\_\_

FID Number:                     \_\_\_\_\_

**PRICE PROPOSAL**

Teri Michel  
 University of Maryland Baltimore County  
 Administration Building  
 1000 Hilltop Circle,  
 Baltimore, MD 21250

The undersigned hereby submits the Price Proposal to provide Employer of Record Services as set forth in #BC-21379-A and the following subsequent addendum:

Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____

Using the worksheet on the next page, Offeror should provide **per semester** costs associated with Adjunct Faculty engagements in the countries listed. Specific non-recurring and recurring costs should be described and listed separately in the space provided. The current UMBC Adjunct Faculty fee of \$7260 has been pre-populated. All costs should be entered in USD.

Non-Recurring Fees by semester	Turkey	South Africa	Morocco	Switzerland	Canada
<i>Ex. Service Initiation Fee</i>					
<b>Total:</b>					

Recurring Fees by semester	Turkey	South Africa	Morocco	Switzerland	Canada
Adjunct Faculty Fee per semester	7,260.00	7,260.00	7,260.00	7,260.00	7,260.00
<b>Total:</b>					

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to perform and complete the services as described in solicitation documents. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the solicitation documents.

Signature of Principal of Firm who can bind Firm to the Price Proposal

\_\_\_\_\_  
Signature:

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

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

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

**APPENDIX C****UMBC CONSULTING CONTRACT**

**By submitting a proposal in response to this solicitation, Proposer affirms that it will execute this contract in substantially the same form. UMBC is under no obligation to negotiate terms and conditions of the Contract but may do so if deemed in its best interest.**

CONTRACT FOR CONSULTANT SERVICES  
BETWEEN  
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY  
AND  
\_\_\_\_\_

By this Contract, made as of \_\_\_\_\_, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland and an instrumentality and an agency of the State of Maryland (“University”, “UMBC”, or “State”) located at 1000 Hilltop Circle, Baltimore, Maryland 21250 and **Name of Consultant** (“Consultant”), the parties hereby agree as follows:

Consultant represents that it has expertise providing certain services (“Services”) as more fully described in the attached Exhibit A - “Scope of Work”. Based on Consultant’s expertise and experience, University wishes to engage the consulting services of Consultant, and in consideration of the covenants and agreements set forth herein.

**1 CONSULTING SERVICES**

- 1.1 Engagement of Consultant. University hereby engages Consultant to perform the Services described in Exhibit A, and Consultant hereby accepts the engagement, and agrees to perform the Services upon the terms and conditions set forth herein.
- 1.2 Term. The engagement of Consultant hereunder shall commence on \_\_\_\_\_ and end on \_\_\_\_\_, unless terminated sooner in accordance with the provisions of this Agreement. This Contract may be renewed for \_\_\_\_\_ at the sole option of the University. All terms and conditions of this Contract shall remain in effect for all subsequent renewal terms. The schedule of renewal year shall be as follows: \_\_\_\_\_.
- 1.3 Delivery and Completion Schedule. Consultant agrees to perform the Services in the time frames set forth in the attached Exhibit A and otherwise specified by University. Consultant understands that **TIME IS OF THE ESSENCE** in performing the Services.
- 1.4 Consultant’s Representations. In the performance of Consultant’s duties under this Agreement, Consultant shall adhere to the highest fiduciary standards, ethical practices and standards of care and competence. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of University. Consultant agrees to comply with all applicable Federal, State and local laws and regulations.

**2 INDEPENDENT CONTRACTOR**

- 2.1 The relationship of the Consultant to University is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship. The Consultant may adopt such arrangements as he/she may desire with regard to the details of the Services performed hereunder, the hours during which the Services are to be provided, and the place or places where the Services are to be furnished, provided that the Services shall be performed in a manner calculated to attain the most satisfactory results for University.
- 2.2 Consultant shall not be entitled to any benefits accorded to University’s employees including, without limitation, worker’s compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant’s expense, disability, worker’s compensation or other insurance as well as licenses and permits usual or necessary for conducting the services hereunder. Consultant shall be obligated to pay any and all applicable local, state and federal payroll and other taxes incurred as a result of Consultant’s fees hereunder. Consultant hereby indemnifies University for any claims, losses, costs, fees, liabilities, damages or penalties suffered by University arising out of Consultant’s breach of this provision.
- 2.3 Consultant shall not be considered an agent of University for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit University to any agreement, contract or undertaking. Consultant shall not use University’s name in its promotional material or for any advertising or publicity purposes.

### 3 CONSULTING FEES AND EXPENSES

#### 3.1 Consulting Fees.

3.1.1 University shall pay Consultant **at the rate indicated in the attached Exhibit A**, for time actually spent on the Services and for the period set forth herein. The total fees payable to Consultant shall not exceed \$\_\_\_\_\_, payable at the rate of \$\_\_\_\_\_ per hour.

3.1.2 The fees set forth herein includes all costs of operation, including benefits attributable to payroll, overhead, wages and salaries of Consultant's employees, if any, and all applicable taxes.

3.1.3 Consultant shall submit invoices to University upon completion of the milestones or other applicable payment terms set forth in **Exhibit A**. To the extent University may reasonably require, Consultant shall support each invoice with justification for Services performed. Invoices shall include the Consultant Federal Identification number or Social Security number, as applicable, and shall be submitted for approval to University at the above-referenced address. After the University has approved the invoice, payment will be due within thirty (30) days of receipt of the invoice.

#### 3.2 Expenses.

3.2.1 Consultant shall be entitled to reimbursement by University of certain business expenses and costs described in the attached Exhibit A, if any. If Consultant is required to travel, it must first obtain University's written consent. Time spent in local travel to and from University's offices shall not be considered time worked. All reimbursable expenses will be paid at actual costs with no mark-up permitted. Total estimated expenses not to exceed \$\_\_\_\_\_.

#### 3.3 Audit Rights.

3.3.1 Consultant agrees that, during the term of this Contract and for a period of three years after its termination, University shall have access to and the right to examine any directly pertinent books, documents, and records of Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.

### 4 OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 Consultant agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Contract and arising from the Services (hereinafter referred to as "New Developments") shall be and are assigned to University as its sole and exclusive property. Consultant agrees to promptly disclose to University all such New Developments. Upon University's request, Consultant agrees to assist University, at University expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which University shall deem necessary to apply for and to assign or convey to University, its successors and assigns, the sole and exclusive right, title and interest in such New Developments. Consultant agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof with regard to New Developments and Confidential Information.

4.2 Consultant warrants that Consultant has good title to any New Developments, and the right to assign New Developments to University free of any proprietary rights of any other party or any other encumbrance whatever.

### 5 CONFIDENTIALITY AND NON-DISCLOSURE

5.1 Consultant acknowledges that in performing the Services hereunder, University may have to disclose to Consultant orally and in writing certain confidential information that University considers proprietary and has developed at great expense and effort. As used herein, the term "Confidential Information" means any scientific or technical data, marketing, operating, financial, business or any other information, design, process, procedure, formula or improvement in written, printed, graphic, or electronically recorded materials, that is commercially valuable to University and not generally known in the industry. Consultant further acknowledges that the Services and any deliverables may

incorporate Confidential Information. Consultant agrees that all items of confidential Information are proprietary to University and shall remain the sole property of University.

- 5.2 Consultant agrees as follows:
  - 5.2.1 To use the Confidential Information only for the purposes described herein; to not reproduce the Confidential Information; to hold in confidence and protect the Confidential Information from dissemination to and use by anyone not a party to this Agreement; and to not use the Confidential Information to benefit itself or others.
  - 5.2.2 To restrict access to the Confidential Information to personnel of Consultant who (i) have a need to have such access and (ii) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.
  - 5.2.3 To return all Confidential Information in Consultant’s possession upon termination of this Contract or upon University’s request, whichever occurs first.
  - 5.2.4 To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.
- 5.3 The provisions of this Paragraph 5 shall survive termination or expiration of this Contract and shall continue for so long as the material remains confidential.

**6 INSURANCE/INDEMNIFICATION**

6.1 Consultant represents that it now carries, and agrees it will continue during the term of this Contract to carry, as a minimum: Worker’s Compensation, Commercial General and Contractual Liability and Comprehensive Automobile Liability insurance in the following amounts:

Worker’s Compensation	Statutory
Comprehensive General Liability:	
Bodily Injury and Property Damage	\$500,000 each person \$1,000,000 each occurrence
Comprehensive Automobile Liability:	
Bodily Injury and Property Damage	\$500,000 each person \$1,000,000 each occurrence

In addition to the above mentioned coverage, Consultant shall maintain in force, for the duration of this contract, errors and omissions liability insurance appropriate to the consultant’s profession. Coverage as required in the paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the consultant’s services as defined in this contract. Coverage shall be written subject to limits of not less than \$500,000 per loss.

- 6.2 Consultant shall provide certificates of insurance evidencing the above-described coverage. Such certificates shall include a statement indicating that University shall receive fifteen (15) days’ notice of cancellation of any of the policies which may affect University’s interest and a statement confirming that University has been named an additional insured.
- 6.3 Consultant shall indemnify, defend and hold harmless University, its officers, employees, agents, and members from and against all claims, demands, losses, costs, expenses, obligations, liabilities, and damages, including, without limitation, interest, penalties, and reasonable attorney’s fees and costs, that University may incur or suffer and that arise, result from, or are related to any breach or failure of consultant to perform any of its representations, warranties and agreements contained in this Agreement.

**7 CONFLICT OF INTEREST**

Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between Consultant’s family, business or financial interest or its Services under this Agreement, and, in the event of change in either its private

interests or Services under this Agreement, it will raise with University any question regarding possible conflict of interest which may arise as a result of such change.

**8 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 State's rights or the Consultant's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Consultant and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination, The Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Consultant 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.

**9 TERMINATION FOR DEFAULT**

If the Consultant 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 Consultant. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Consultant shall, at the University's option, become the University's property. The University shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach. If damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

**10 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 Consultant has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Consultant 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 USM Procurement Policies and Procedures.

**11 DISPUTES**

This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

**12 NONDISCRIMINATION**

The Consultant shall comply with the nondiscrimination provisions of federal and Maryland law.

**13 ANTI-BRIBERY**

The Consultant certifies that, to the Consultant's best knowledge, neither the Consultant; nor (if the Consultant is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Consultant who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the state, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

**14 GOVERNING LAW**

This Contract is governed by and shall be construed under the laws of the State of Maryland. All parties to this Contract hereby voluntarily submit to the jurisdiction of the Courts of the State of Maryland for any legal proceeding arising out of or relating to this Contract. UMBC does not recognize any obligation to, and will not submit to, binding arbitration of disputes nor subject itself to the rules, regulations or procedures of any labor organization, guild or institute.

**15 WAIVER OF JURY**

UMBC AND CONSULTANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UMBC AND CONSULTANT, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

**16 ENTIRE AGREEMENT**

- 16.1 This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. Further, incorporated herein by reference are the terms and conditions stated in [RFP or bid], any amendments or addenda thereto and Consultant's response to aforementioned RFP. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior to contemporaneous agreement.
- 16.2 Modifications. This Contract may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both parties.
- 16.3 Assignment. This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Consultant without the prior written consent of University.
- 16.4 Partial Invalidity, Waiver and Severability. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof. No waiver of any provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, no shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement becomes or is deemed to be invalid, illegal or unenforceable, the parties shall meet to discuss such provision. If such provision cannot be amended without materially altering the intention of the parties, it shall be deleted and the remainder of the Agreement and the related documents pursuant hereto shall remain in full force and effect. In the event of a conflict between the provisions in the body of the Agreement and any attachments, the provisions in the body of this Agreement will control.
- 16.5 Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, facsimile, or when sent by first class mail addressed to the parties at he addresses set forth in this Agreement.
- 16.6 The parties signing this Agreement warrant that he/she signs as duly authorized representative of his/her respective organizations.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

*Signature*

Firm Name

Date



Signatory Name

*Signature*

University of Maryland, Baltimore County

Date

XXXX

EXHIBIT A

Statement of Work (SOW)

1. **PROJECT TITLE:**
2. **GENERAL DESCRIPTION:**
3. **OBJECTIVES:**
4. **SPECIFIC TASKS:**
  - a.
  - b.
  - c.
5. **CONSULTANT INFORMATION:**
6. **DELIVERABLES:**