



UMUC

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL 91001

for

Portal Solution

ISSUE DATE: 03-27-2012

SIGNIFICANT MILESTONES	TIME:	DATE
Last Day for Questions	3 PM	4/10/2012
Technical Proposal Due Date:	3 PM	4/18/2012
Oral Interview/Discussion Sessions (only shortlisted firms will be requested to attend these sessions)	TBD	5/2/2012 – 5/3/2012
Price Proposal Due Date: (only shortlisted firms will be requested to submit a Price Proposal)	3 PM	5/14/2012

WARNING: Prospective proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify 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 UNIVERSITY COLLEGE
3501 University Boulevard East
Adelphi, Maryland 20783
www.umuc.edu

Portal Solution

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

RFP 91001

TABLE OF CONTENTS

<u>SECTION #</u>	<u>DESCRIPTION</u>
Section I	GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS
Section II	REQUIREMENTS
Section III	PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS
Section IV	EVALUATION AND SELECTION PROCESS
Section V	SOLICITATION TERMS AND CONDITIONS
APPENDIX A: Acknowledgement of Receipt of Addenda Form	
APPENDIX B: Bid/Proposal Affidavit	
APPENDIX C: Price Proposal Form	
APPENDIX D: Contract Forms	
<ul style="list-style-type: none">• Contract• Contract Affidavit	
APPENDIX E: Electronic Fund Transfer Schedule	
APPENDIX F: Living Wage Requirements	
APPENDIX G: Minority Business Enterprise Participation	

SECTION I:
GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS

**Request for Proposals
for
Portal Solution
SECTION I:
GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS**

1. Summary:

1.1. Solicitation. University of Maryland University College (“UMUC” or “University”) is soliciting proposals for a vendor to provide a comprehensive, end-to-end, integrated Portal Solution for the next generation myumuc.edu.

This solicitation shall be conducted in accordance with University System of Maryland Procurement Policies and Procedures (“USMPPP”). Specifically, the procurement method being utilized shall be Competitive Sealed Proposals. This solicitation document is also posted on UMUC’s Electronic Bid Board at www.umuc.edu/procurement.

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

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

Today, UMUC brings higher education to Maryland and the entire world—enrolling 90,000 students in more than 150 locations worldwide. Visit www.umuc.edu for more information about UMUC, the largest public university in the United States.

UMUC headquarters are located in Adelphi, MD, at the Inn and Conference Center (ICC) and the Administration Building. UMUC has major divisional headquarters in Heidelberg, Germany and the Yokota Air Force Base in Tokyo, Japan. Other UMUC facilities are located in Largo

(Academic Center) and in leased space at PG Metro. As well, there are UMUC office locations throughout the state of Maryland and nationally at various military installations.

UMUC's Office of Information Technology (OIT), is responsible for providing all aspects of information technology and network communications for UMUC. This includes deploying, maintaining, and administering all computer, network, and communication functions. OIT is also responsible for establishing connectivity to several network and security devices throughout the Washington Metro area as well as our overseas locations in Heidelberg, Germany and Tokyo, Japan. All connectivity is handled via the commodity Internet, TLS, T1, E3, ADSL, Dark Fiber circuits or secure VPN tunnels.

1.3. Procurement Process. Procurement of the Portal Solution Contractor(s) will consist of three (3) phases: Technical Proposal Submittal, Interview/Discussion Sessions and Price Proposal Submittal. (See Section III for further details.)

1.4. Upon selection of the Portal Solution Contractor firm and receipt of applicable approvals, a UMUC contract will be fully executed with the successful firm. The University anticipates the award by June 20, 2012 with the initial contract term to start immediately thereafter and ending June 30, 2015 with three (3) one (1) year extensions at UMUC's sole option.

2. Issuing Office:

2.1. The Issuing Office is:

University of Maryland University College
Procurement Office
3501 University Boulevard East, Suite 4100
Adelphi, Maryland 20783

Attn: Janet Foster
AVP Procurement Services
301-985-7145
janet.foster@umuc.edu

Sheila Davis
Contract Specialist
301-985-7143
sheila.davis@umuc.edu

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

3. Questions and Inquiries:

All questions and inquiries regarding this procurement are to be directed to the individuals referenced with the Issuing Office above. All such questions and inquiries must be received by 3 pm on April 10, 2012.

Questions must be submitted in writing via e-mail to Janet Foster and Sheila Davis. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All addenda issued will also be posted at UMUC's Procurement website on the Electronic Bid Board at www.umuc.edu/procurement.

4. Pre-Proposal Conference:

A Pre-Proposal Conference will not be held in conjunction with this procurement. See Paragraph 3 above regarding Questions and Inquiries.

5. Addenda Acknowledgement:

Prospective Offerors responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. Offerors must complete the "Acknowledgement of Receipt of Addenda Form" for each addenda, amendment and/or change issued and include said receipt in their technical proposal. (See Appendix A for "Acknowledgement of Receipt of Addenda Form.")

6. Proposal Closing Date/Due Date and Time:

6.1. An original, six (6) copies and an electronic copy of the Technical Proposal (for a total of seven (7) printed copies) of the Technical Proposal) must arrive at the Issuing Office by Friday April 18, 2012 on or before 3 PM in order to be considered. Proposers are requested to clearly mark the "original" set of the Technical Proposal. No pricing quotation information is to be provided in the Technical Proposal. If any pricing information is included in the Technical Proposal, the proposal may be deemed non-responsive by the Procurement Officer.

6.2. Price Proposals. Price Proposals will only be requested for those firms shortlisted as a result of the Technical Evaluation. It is anticipated that Price Proposals will be requested May 4, 2012 and due on May 14, 2012.

6.3. LATE PROPOSALS CANNOT BE ACCEPTED. Proposals are to be delivered to the University's Procurement Office, University of Maryland University College, Procurement Office, 3501 University Boulevard East, Room 4100, Adelphi, Maryland 20783. The University recommends against use of mail or delivery services which will not guarantee delivery directly to Room 4100. Proposals delivered to the campus central mail facility or to locations other than Room 4100 will not be considered "received" by the University until they arrive at Room 4100 Reception Desk and are clocked in. The University will not waive delay in delivery resulting from need to transport a proposal from another campus location, or error or delay on the part of

the carrier. Directions to the UMUC Procurement Office can be found at the website http://www.umuc.edu/visitors/locations/adelphi_building.cfm.

6.4. Proposers mailing proposals shall allow sufficient mail delivery time to ensure timely receipt by the Issuing Office. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

6.5. UMUC's Procurement Office is located on the fourth floor of the Administration Building which is located at 3501 University Boulevard East in Adelphi, Maryland. The building is accessible by the general public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday with exception of University holidays. The Procurement Office is accessible to the public through the ground level after signing in with the UMUC security guard. Once you are inside the building, take the elevator or stairs to the fourth floor and follow the room numbers to Room 4100. Directions to UMUC's Administration Building are available at http://www.umuc.edu/visitors/locations/adelphi_building.cfm. **Vendors must allow sufficient time in delivering proposals to the Administration building, Room 4100, to ensure timely receipt by the Issuing Office.**

7. Minority Business Enterprises:

Minority participation is important to UMUC and the State of Maryland. All state entities have a subcontracting goal of 25% of its expenditures with State Certified Minority Business Enterprises (MBE's). State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. For more information on the State's MBE program or questions related to certification, please contact 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>.

A MBE subcontracting goal of no less than 10% of the contractor's fee is established for this contract. This subcontracting goal will become part of the contract. If an MBE prime is awarded the contract, this MBE subcontracting goal will still apply. At the time Price Proposals are received, MBE Attachment A – Certified MBE Utilization and Fair Solicitation Affidavit and Attachment B – MBE Participation Schedule forms will be required to be submitted. Refer to Appendix G for further information.

8. Living Wage Requirements:

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Appendix F entitled "Living Wage Requirements for Service Contracts"). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be nonresponsive.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.49 per hour, if State contract services valued at 50% or more of the total

value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.39 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

Refer to Appendix F for further information.

9. Contractual Agreement:

The UMUC contract, including any software license, to be entered into as a result of this RFP (the "Contract") shall be by and between the Proposer and the University and contain the mandatory provisions included herein in Appendix D as well as any additional terms required by the University or the State of Maryland and the software license terms to be negotiated between UMUC and the Proposer. By submitting an offer, the Proposer warrants that they have reviewed Appendix D and will execute a contract with these mandatory terms and conditions upon request by UMUC, as may be negotiated. For accounting purposes only, UMUC will also issue a purchase order to the awarded firm.

The Contractor's software license for the proposed product is to be submitted with the Technical Proposal for University review and comment. The Contractor is advised that upon the University's review of the Contractor's software license, the University may negotiate the terms and conditions of the vendor's software contract so that no terms conflict with the University's mandatory provisions included in Appendix D or other USM Policies and Procedures as well as are in the best interest of the University.

10. Term of Contract:

Any contract arising from this RFP action shall commence on the date the contract is executed on behalf of UMUC, or such other date as UMUC and the Contractor shall agree. The initial term of the contract is anticipated to start on or around June 20, 2012 and continue through June 30, 2015 with three (3) optional one (1) year extensions at UMUC's sole discretion.

11. Acceptance of Terms and Conditions:

By submitting an offer in response to this RFP, an Offeror shall be deemed to have accepted all 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.

12. Proposal and Contract Security:

Not applicable to this procurement.

END OF SECTION I

SECTION II
REQUIREMENTS

SECTION II REQUIREMENTS

General. UMUC is seeking a vendor to provide comprehensive, end-to-end, integrated Portal Solution for the next generation myumuc.edu.

General Objectives

The functional scope of this effort is preliminarily defined by the following use cases and user scenarios. This list is a representative sample, and it is likely that the breadth and depth of requirements will increase. Respondents are encouraged to include a requirements phase and baseline milestone to their proposal to ensure clarity.

The portal's landing / home page will be the first page that is displayed upon user login. Depending on user's role (student, faculty, staff, prospective student, etc.), the system will adjust the functionality, look-and-feel and components that are presented to the user. The main goal of the landing / home page is to give users access to most frequently used features and functions. This will allow the users to identify areas that require their attention (e.g. assignments due this week for students) as well as minimize the number of clicks that a user needs to do to navigate to a particular functionality. The portal will have "intelligent" components, for example, a component will appear on a student's portal only when the student is not enrolled into any classes. The component could recommend classes that a student could enroll into based on classes previously taken by the student.

Business Objectives

The main business objectives include:

1. Provide role-based "intelligent" portal for current, prospective students, faculty, staff, alumni / donors and other user groups. For example, if a student is not enrolled into any courses, the system could recommend new courses based on student's academic history.
2. Provide a one-stop shop for all user needs: simplify user login (implement single sign-on) and reduce the number of systems that a user interacts with. Ideally, users should interact with a single system.
3. Unify user experience. Users need to have the "illusion" that they are working with a single system, even though a number of different systems may be working together on the back-end to provide required functionality. The portal should "hide" details of integration from the user.
4. Provide an unambiguous and clean user interface and site structure. All content must be easily discoverable.

5. As a part of project planning, design, and implementation, ensure that UMUC systems (Portal, LMS, and others critical to the education process) are available to the users during the transition from the old portal solution to the new portal solution.
6. Provide tools that will allow measurement of critical aspects of portal usage (i.e., usage statistics).
7. Allow UMUC staff (IT, marketing) to easily author and update information on the portal. For different user roles, portal should support different content types such as general information and marketing materials/promotions available on the public website, internal information, such as organizational chart, faculty/staff contact information, policies and procedures, documents and forms, courses schedule and details. Information update must be as easy as possible and in majority of cases should not require any coding. Business users must be able to perform updates without involvement of IT (given that business users have sufficient privileges in the portal).
8. Provide integration with social networks. Where feasible, the portal must provide integration with social networks to increase user engagement and adoption of UMUC tools. For example, if user opts to link the portal account with Facebook, the portal could remind the user about assignments due via Facebook messaging feature.

Technical Objectives

The main technical objectives include:

1. Implement a technology platform (Portal, Single Sign-On, and Enterprise Service Bus) that will allow easy integration of additional services / applications into the platform.
2. Provide a variety of system integration capabilities – combining functions and data from different component sources in new components/portlets/modules with integrated navigation between them. Basic integration level includes single sign-on between the portal and other key systems, such as the LMS(s), PeopleSoft, LCMS, UMUC data warehouse, and others.
3. Provide single sign-on capability - mechanism provides UMUC portal users ability to get access to different UMUC subsystems with only one login and password credentials set. Any possible new integration component should also be available through the SSO mechanism.
4. Provide capability to restrict and control access to portal content and services, depending on the user's role, operations and functions.

5. Provide capability for simplified system administration and minimize the need for code modification. Administrators (and possibly end-users) can customize the appearance and properties of their web environment (change the design of the site, select the desired content and services).
6. Federated search capability is a key component of any modern enterprise system. Portal must provide users (including users of the public site) capability to search portal contents. Search must restrict results based on access permissions and user roles. Search subsystem must be able to search across multiple different information sources (e.g., Portal content management system, LMS(s), and others) and must be able to accommodate additional systems that the portal may be integrated with in the future.
7. Help system / service center – help system is context dependent and provides users with guides and explanations. When user opens help from the current page, system navigates to the help topic describing the functionality that the user is working with. Users must be able to submit support requests to the UMUC support personnel (integration point to the CRM system / Salesforce.com)
8. User behavior tracking – provides a way to track user’s activity on the portal. This mechanism will provide such useful analytics as: most visited pages, keywords, user’s session’s time on site/page, depth of visit and other valuable activity indicators.
9. Business analytics / data warehouse integration – provide business-specific data collection and integration with UMUC data warehouse.
10. Provide user-driven personalization capabilities that could be used in various business scenarios. Content provided to the users can be configured depending on the user’s profile and its settings. Personalization is often based on user role, work and responsibilities.
11. Provide capability to export portal contents / provide services for external systems, for example Google apps. For example, the portal could expose some of the functions as a Google Widget that could be integrated into user’s Google Apps / Gmail page.
12. Support mobile devices - allow users to access the portal from a variety of mobile devices, such as phones and tablets. The primary platforms that must be supported are iOS-based (iPhones and iPads) and Android-based mobile phones and tablets. There must be reasonable support for future generations of mobile devices.

Roles

The portal must support the following user roles for phase 1:

Current students

Once a prospective student has been accepted into UMUC, they become a student. They will remain a student while they are enrolled in an active degree or certificate program. After the student enters their username and password in My UMUC, they will be presented with the following functions and information:

- Edit profile – consists of name, address, phone numbers, email addresses, My UMUC ID, password, military data, if applicable, etc.
- Access UMUC email
- Access calendar which includes personal calendar as well as calendar for all courses currently enrolled in
- View account summary
- Make payment (only available when there is an outstanding balance). Special note displayed if the student is in jeopardy of being dropped from a class due to non-payment
- Check grades/transcript
- Request official transcript
- Run/view degree audit
- View degree/certificate descriptions and requirements
- View degree requirements
- View required courses
- View course catalog
- View schedule of classes
- Enroll in courses during appropriate (undergraduate/graduate) enrollment dates
- Announcements
- Apply for graduation when student is x number of credits from graduating
- Link to FASFA
- View financial aid only if awarded
- Specific message to students who have not enrolled in courses over the past 1, 2, 3 semesters.
- Upcoming enrollment dates
- Contact my academic advisor
- Career advising
- Access Library resources
- Access Writing Center
- Learning Management Services (LMS) functions will be available for each course the student is currently enrolled in. These individual functions may not be available for WebTycho courses.
 - View course schedule/assignments (calendar)

- View current classes
- Email professor
- Email classmates/groups
- View/post messages to course and group discussions
- Participate in course chat
- View course announcements
- Access to study groups
- Access course content
- Order course materials
- Access to personal storage
- Course location/map
- View Faculty member profile
- View class announcements
- Submit assignments
- Attend class conference

Faculty

Faculty will access My UMUC as they currently do with their username and password.

- Edit profile – consists of name, address, phone numbers, email addresses, My UMUC ID, password, etc.
- Access email
- Post final grade
- My schedule of classes
- Learning Management Services (LMS) functions will be available for each course the student is currently enrolled in. These individual functions may not be available for WebTycho courses. View course schedule/assignments (calendar).
 - Email students/groups
 - Create course assignments
 - View/post messages to course and group discussions
 - Post grades in grade book
 - Participate in course chat
 - Post course announcements
 - Create to study groups
 - Create course content
 - Access to student's personal storage
 - Course location/map
 - Post class announcements
 - Create/post conference

The portal must support the following user roles for **future phases**:

Prospective Students

Prospective students will be able to research information about UMUC, education process, available classes, financial aid application, and request more information (via e-mail form or online chat) from UMUC customer representative.

Alumni / Donors

UMUC alumni and donors will have access to the list and contact information of fellow alumni. Alumni could use the portal to coordinate re-unions, discuss recent career developments, and donate to UMUC.

Staff

UMUC staff will have access to common features such as web-based email, web-based calendars, calendars sharing, organizational charts.

Potential Solution Components

The Portal is envisioned as a central point of access to UMUC content, tools and systems for UMUC users – prospects, students, alumni, donors, staff, and faculty. Through the Portal, UMUC intends to expose data and functionality from legacy myUMUC and WebTycho, PeopleSoft via the PeopleSoft Integration Broker, Salesforce.com, Google Apps, a TBD Learning Management System (LMS), Jive SBS SaaS, and Cisco WebEx using services and an Enterprise Service Bus (ESB). An ESB is a backend services integration platform intended to support and promote a Services Oriented Architecture (SOA) for UMUC. It is responsible for routing messages between services and message transformation, filtering, logging, audit, monitoring, deployment, and versioning. Other core components include single sign-on (SSO) and an identify federation (IF) subsystem, management and monitoring, and a DevOps support subsystem.

UMUC's initial planning produced Figure 1 Potential Solution Components. UMUC implemented the components where specific technologies are named (e.g. Jive SBS); however, in instances where generic taxonomy like "ESB" are listed, no solutions are chosen. Respondents are encouraged to propose completely alternative solutions, modifications to this initial approach, or endorse and elaborate on Figure 1. In all instances, UMUC expects respondents to detail specific products in their solution. UMUC's strategic plan leverages free open source software (FOSS) components wherever possible.

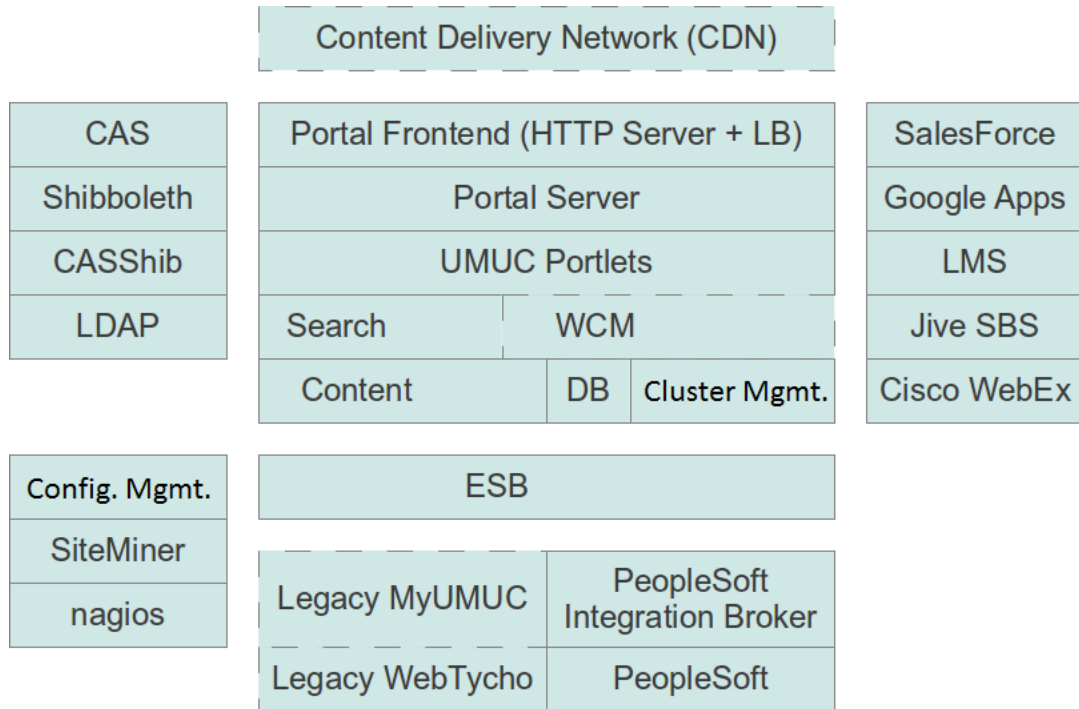


Figure 1. Potential Solution Components

Figure 1 depicts a Content Delivery Network (CDN) which may be leveraged to optimize static content delivery to end users. The Portal Frontend is currently envisioned as a cluster of HTTP servers and HTTP load balancers. HTTP servers are used as static content servers, for reverse proxy, and for caching. The Portal server contains the main Portal web application likely deployed into a web application container. It is expected that a clustered Portal server environment is necessary to satisfy scalability and reliability requirements. In this architecture, a Portal Cluster Management capability is expected to support data exchange and sharing between server instances in the Portal cluster. UMUC Portlets are expected to comply with JSR-168 and JSR-286. Various portlets are responsible for different parts of user experience, which are divided into two primary categories: ones that display blocks of static or relatively static content, and ones that provide access to UMUC backend services and mainly display dynamically generated content. A Search Engine is used to index content and allow users to access controlled result sets. It is expected that a clustered search engine is used to provide necessary scalability and reliability. A Content Repository is the primary storage for static content and is likely clustered as well. An External Web Content Management system is used to manage web content that is then published via the Portal. A database is necessary for the Portal to store relevant data and is also likely clustered to provide necessary performance and reliability.

High Level System Requirements

To fulfill the Portal objectives described in the Overview and Preliminary Functional Requirements sections. UMUC provides this list of initial system requirements:

1. The Portal must be capable of using a Content Delivery Network either as part of the initial implementation or at a future date with minimal configuration change.
2. The Portal Frontend must:
 - a. Implement load balancing of HTTP(S) requests via software or hardware.
 - b. Act as a reverse proxy to protect internal network resources.
 - c. Serve clients with static content.
 - d. Cache resources.
3. UMUC requires the following criteria to be addressed for each component in the proposed Portal solution.
 - a. Product maturity
 - b. Install base, popularity, and analyst ranking
 - c. Use within education community
 - d. Availability of both community (FOSS) and enterprise versions
 - e. Availability of enterprise support
 - f. Licensing scheme
 - g. Standards support
 - h. Integration options compatible with existing and planned UMUC technology
 - i. Portfolio of functionality available out of the box
 - j. Independent developer community
 - k. Integration with Shibboleth and CAS
 - l. Portal specific
 - Ability to support JSR-168 and JSR-268 portlet specifications
 - Content Publishing Model including local and remote staging, publishing
 - Workflow features
 - Audit capabilities
 - Scripting support
 - CDN support
 - I10n and L18n standards
 - Visual UI Editing
 - Clustering options
 - m. WCM/ECM specific
 - Approach to WCM/ECM standards
 - Ability to migrate to an external WCM/ECM in future, if applicable

- n. Content Repository specific
 - Rich media content (video, images, SWF, etc.)
 - Documents in a document library with basic management functionality
 - Web content where internal Portal content management is used
 - Metadata and small binary content storage
 - Large binary content storage
 - Concurrent updates in a clustered implementation
 - Indexing in cluster
 - CMIS support
 - o. Search engine specific
 - The platform must support context-aware, access controlled federated search over all available resources and content. UMUC expects that the proposed solution evaluates client-side federation, server-side federation, and search federation via an external indexer.
 - Full text search library for building full-text indices and embedding in java applications
 - Native Portal integration providing search functionality out of the box
 - Support for stand-alone deployment, clustering, failover, fault tolerance
 - Configuration simplicity and ease of setup in clustered environment,
 - Overall performance benchmarks
 - Approach to cloud and clustered deployments
 - Support for complete distributed search and RESTful approach
 - Availability of plugins and extensions
 - p. Portal DB specific
 - The Portal solution will require a data store for Portal native content.
 - The proposed solution must support multiple Mature, mainstream database solutions including MySql and Oracle.
 - UMUC prefers free, open source options, however, requires a clustering option that considers native DB clustering, DB replication, and external DB clustering as well as enterprise support. UMUC maintains a significant Oracle deployment, however, that deployment incurs significant license costs.
4. UMUC plans to select a new Learning Management System (LMS) in 2012 and expects to integrate the platform with the Portal solution. As a result, the Portal solution must accommodate open standards based web APIs and SSO/Authentication integration points.
5. Mobile client detection and identification specific
- Identify whether the client is mobile
 - Identify detailed device detections, up to specific model
 - Support several types of behavior when a mobile device is identified
 - Redirection to a different site

- Redirection to a different page
- Use of a different theme
- a. Localization and Internationalization specific
 - Identify locale based on request
 - Ability to define of default rules 'out of the box'
 - Language
 - User assigned locale
 - Default locale assignment at the Portal and sub site level
 - Support for themes
 - Support localization via standard java L10n and I18n APIs
 - Implement portlets according to JSR-168 or JSR-286 specification
 - Expose a full set of standard java L10n and I18n capabilities
- c. Web Content Library specific
 - Ability for multiple language versions of stored content
 - Version chosen by engine responsible for rendering the content corresponds to current request locale.
- d. Accessibility specific
 - c. Comply with W3C web accessibility standards
 - d. Allows site construction compliant with accessibility standards including section 508 and WCAG
 - e. Supports user-configurable default themes (e.g. a theme with high-contrast and large font size)
 - f. Provides CSS styles for screen readers
 - g. Provides invisible text capability for screen readers that identify differences in control behavior
- e. Integration specific
 - Compatibility with a variety of leading Enterprise Service Buses (ESBs). UMUC intends to implement an open source ESB in 2012. It is not directly related to the Portal solution, however, most backend services will be invoked via the ESB, and portlets deployed to the Portal will eventually communicate with these services via the ESB. Enable integration with other services:
 - Portlets deployed in the Portal calling the service via API and rendering data.
 - iframe portlet embedding a web-page rendered by the external service.
 - External service web page opened in a new browser window on link click in a portlet.
 - External service's content is embedded into Portal pages using WSRP.
 - Cloud service widgets are embedded into web content published in the Portal.
 - A portlet deployed to the Portal exposes its content in a form of widget
- f. Single Sign-On, Identity Federation and Delegation specific
 - UMUC expects the Portal to connect to CASShib using native Portal CAS integration. UMUC currently uses SSO and IF based on Shibboleth 2.3.3 and CAS 3.4.10 as depicted in Figure 2. Shibboleth and CAS are currently implemented by UMUC as a Single Sign-On (SSO) and Identity Federation

(IF) solution. Shibboleth Identity Provider (IdP) is used as SAML 2.0 IdP, CAS server provides Single Sign-On (SSO) functionality. CASShib is a special instance of CAS server set up behind a Shibboleth Service Provider (SP) and configured for trusted authentication with Shibboleth.

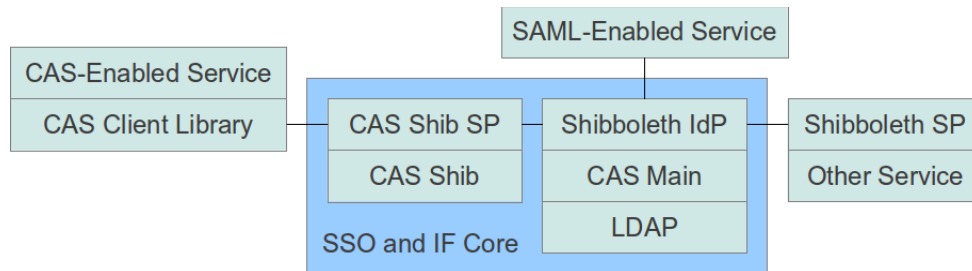


Figure 2. Single Sign-On and Identity Federation Architecture

The main components of SSO and IF architecture include:

- “Shibboleth Identity Provider (IdP)” is a central component of the architecture. It is a web service implementing SAML 2.0 Web SSO and Attribute Exchange Profile, whose responsibilities include authenticating users, releasing user attributes to the services users are authenticating with, and maintaining user SSO session information.
- “Shibboleth Service Provider (SP)” is a component of Shibboleth which is co-installed with every service that needs to be integrated with Shibboleth SSO and that does SAML directly. Shibboleth SP proxies all requests to the service, verifies user credentials and access rights (via requests to Shibboleth IdP) and if necessary redirects client to SSO login resource (Shibboleth IdP by default, but a different server, e.g. CAS, may be configured).
- “CAS Main” is a Central Authentication Service (CAS) instance, used to authenticate users. It uses LDAP as the authentication source.
- “CASShib” is a special instance of CAS service integrated with Shibboleth. It is installed behind a Shibboleth SP and configured to work with it in trusted mode, i.e. accepting SSO session attributes it receives from Shibboleth SP.

g. Reliability and Scalability Specific

- Support for 24x7x365 operations
- Overall clustering approach
- Sticky session, session replication, and session failover strategy
- Scheduler and
- Hot Deploy of portlets and extensions
- Distributed and replicated cache
- Redundant indexes shared via DFS and indexes stored in a database
- Search Engine replication, failover, and reliability
- Multiple Data Center Deployment scenarios
- Synchronization

h. Environment Management specific

- Deployment approach including network zone definition
- Change, Defect and Issue Management
- Platform changes including themes and layouts, portlets and portal extensions, portal and portal components and associated configuration, source code
- Configuration changes
- Content Changes include introducing new and changing existing web, rich media, documents, pages, etc.
- Administrative Changes including new and changing existing users, user groups, roles, communities and teams, organization and locations, page and site templates, etc.
- Testing Approach including Unit, Component, System Integration, Load/Performance, End-to-End, User Acceptance (UAT), Accessibility & Localization verification, Backup, Audit & Monitoring
- Performance Tuning Approach
- Monitoring components should minimally include load balancer monitoring, HTTP server and web front-end server monitoring, Portal application server monitoring, including JDBC pool, Thread pool, JVM heap, Java function profiling, Database connections and statements profiling, File server load monitoring, Network load monitoring.
- Associated performance testing scenarios should include Component performance testing, Component integration testing, End-to-end performance testing, large scale end-to-end performance testing for baseline, peak user load, and peak transaction volume with geographically distributed test clients

END OF SECTION II

SECTION III

PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS

PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS
SECTION III
ARTICLE 1
TECHNICAL PROPOSAL REQUIREMENTS

1. Technical Proposal Requirements:

1.1. Transmittal Letter. A transmittal letter prepared on the Proposer's business stationery must accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief, but shall list all items contained within the Technical Proposal as defined below. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial, contained in the proposal.

1.2. Technical Proposal Criteria. Clear, concise, yet detailed responses to the technical criteria below are to be provided in the technical proposal. The Bid/Proposal Affidavit and Acknowledgment of Receipt of Addenda (if applicable) are to be included in the Technical Proposal. Marketing material may be provided, but is to be included as an appendix rather than within the body of the proposal.

1.3. Signing of Forms. The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, 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 that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

2. Technical Criteria:

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response.

The Technical Proposal should be prepared in a clear and concise manner. It should address all appropriate points of this RFP **except price information**. The contents of this volume must address the following items, as indicated below, and additionally, must include the appropriate completed forms or responses as indicated in items 2.1 through 2.6 as listed below. ***Offerors must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria.***

The purpose of this response is to display full comprehension of the services to be provided and **how** such services will be provided to the University.

2.1 Executive Overview. The proposal must begin with an Executive Overview. This summary is for introductory purposes and will not be considered as part of the evaluation process. It is the Proposer’s responsibility to tailor its response to demonstrate its qualifications to perform the scope of work as indicated in items 2.2 through 2.6 below. Proposers are requested to compile their proposals in the same order as the scope of work.

2.2 Project Team Organization and Proposed Methodologies to achieve the Scope of Services:

2.2.1 Project Team Organization:

- Provide an Organization Chart showing the companies (including geographical location of the company offices that will be involved with UMUC’s project) involved with the solution (primary contractor and subcontractors, if any.) The management structure between the primary and the subcontractors should be clearly provided.
- Provide a Project Team Organization Chart showing the structure of the Project Team by title, project role, company name, and name of Key Person (if known) and geographic location of the Key Person. The management structure of the team should be clearly provided.

2.2.2 Respondents are expected to include **concise, clear, specific solutions for each of the following items** using the existing numbering notation and the format below:

Check “X” in the Box Next To:	To Indicate
YES	The proposed solution meets this need. Explain how the proposed solution addresses this need.
QUALIFIED YES	The proposed solution meets a portion of this need or will meet this need with the addition of software or additional services at additional cost. Explain how the proposed solution will address this need.
NO	The proposed solution does not meet this need. If applicable, explain an alternative function or feature that will address the underlying business or technology objective of UMUC.

Example:

Vendor's Response:	Yes:	<input type="checkbox"/>	Qualified Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	<input type="checkbox"/>
Explain*							

*(*Response should be limited to a maximum of 10 lines)*

1. Describe how the Portal is capable of using a Content Delivery Network either as part of the initial implementation or at a future date with minimal configuration change.
2. Describe how the Portal Frontend:
 - i. Implements load balancing of HTTP(S) requests via software or hardware.
 - ii. Acts as a reverse proxy to protect internal network resources.
 - iii. Serves clients with static content.
 - iv. Caches resources.
3. For each component in the proposed Portal solution provide details for the:
 - a. Product maturity
 - b. Install base, popularity, and analyst ranking
 - c. Use within education community
 - d. Availability of both community (FOSS) and enterprise versions
 - e. Availability of enterprise support
 - f. Licensing scheme
 - g. Standards support
 - h. Integration options compatible with existing and planned UMUC technology
 - i. Portfolio of functionality available out of the box
 - j. Independent developer community
 - k. Integration with Shibboleth and CAS

- i. Portal specific
 - Ability to support JSR-168 and JSR-268 portlet specifications
 - Content Publishing Model including local and remote staging, publishing
 - Workflow features
 - Audit capabilities
 - Scripting support
 - CDN support
 - I10n and L18n standards
 - Visual UI Editing
 - Clustering options
- m. WCM/ECM specific
 - Approach to WCM/ECM standards
 - Ability to migrate to an external WCM/ECM in future, if applicable
- n. Content Repository specific
 - Rich media content (video, images, SWF, etc.)
 - Documents in a document library with basic management functionality
 - Web content where internal Portal content management is used
 - Metadata and small binary content storage
 - Large binary content storage
 - Concurrent updates in a clustered implementation
 - Indexing in cluster
 - CMIS support
- o. Search engine specific
 - Context-aware, access controlled federated search over all available resources and content.
 - Approach to client-side federation, server-side federation, and search federation via an external indexer.
 - Full text search library for building full-text indices and embedding in java applications
 - Native Portal integration providing search functionality out of the box
 - Support for standalone deployment, clustering, failover, fault tolerance
 - Configuration simplicity and ease of setup in clustered environment,
 - Overall performance benchmarks
 - Approach to cloud and clustered deployments
 - Support for complete distributed search and RESTful approach
 - Availability of plugins and extensions

- p. Portal DB specific
 - Preference for free, open source options
 - Clustering option that considers native DB clustering, DB replication, and external DB clustering
 - Enterprise support
- q. Mobile client detection and identification specific
 - Identify whether the client is mobile
 - Identify detailed device detections, up to specific model
 - Support several types of behavior when a mobile device is identified
 - Redirection to a different site
 - Redirection to a different page
 - Use of a different theme
- r. Localization and Internationalization specific
 - Identify locale based on request
 - Ability to define of default rules 'out of the box'
 - Language
 - User assigned locale
 - Default locale assignment at the Portal and sub site level
 - Support for themes
 - Support localization via standard java L10n and I18n APIs
 - Implement portlets according to JSR-168 or JSR-286 specification
 - Expose a full set of standard java L10n and I18n capabilities
- s. Web Content Library specific
 - Ability for multiple language versions of stored content
 - Version chosen by engine responsible for rendering the content corresponds to current request locale.
- t. Accessibility specific
 - Compliance with W3C web accessibility standards
 - Allowance for site construction compliant with accessibility standards including section 508 and WCAG
 - Support for user-configurable default themes (e.g. a theme with high-contrast and large font size)
 - CSS styles for screen readers
 - Invisible text capability for screen readers that identify differences in control behavior
- u. Integration specific
 - Compatibility with a variety of leading Enterprise Service Buses (ESBs):
 - Portlets deployed in the Portal calling the service via API and rendering data.
 - iframe portlet embedding a web-page rendered by the external service.
 - External service web page opened in a new browser window on link click in a portlet.

- External service's content is embedded into Portal pages using WSRP.
 - Cloud service widgets are embedded into web content published in the Portal.
 - A portlet deployed to the Portal exposes its content in a form of widget
- v. Single Sign-On, Identity Federation and Delegation
- Accommodation for open standards based web APIs and SSO/Authentication integration points.
 - Native integration with the UMUC CAS Shibboleth implementation
- w. Reliability and Scalability Specific
- Support for 24x7x365 operations
 - Overall clustering approach
 - Sticky session, session replication, and session failover strategy
 - Scheduler and
 - Hot Deploy of portlets and extensions
 - Distributed and replicated cache
 - Redundant indexes shared via DFS and indexes stored in a database
 - Search Engine replication, failover, and reliability
 - Multiple Data Center Deployment scenarios
 - Synchronization
- x. Environment Management specific
- Deployment approach including network zone definition
 - Change, Defect and Issue Management
 - Platform changes including themes and layouts, portlets and portal extensions, portal and portal components and associated configuration, source code
 - Configuration changes
 - Content Changes include introducing new and changing existing web, rich media, documents, pages, etc.
 - Administrative Changes including new and changing existing users, user groups, roles, communities and teams, organization and locations, page and site templates, etc.
 - Testing Approach including Unit, Component, System Integration, Load/Performance, End-to-End, User Acceptance (UAT), Accessibility & Localization verification, Backup, Audit & Monitoring
 - Performance Tuning Approach
 - Monitoring components should minimally include load balancer monitoring, HTTP server and web front-end server monitoring, Portal application server monitoring, including JDBC pool, Thread pool, JVM heap, Java function profiling, Database connections and statements profiling, File server load monitoring, Network load monitoring.

- Associated performance testing scenarios should include Component performance testing, Component integration testing, End-to-end performance testing, large scale end-to-end performance testing for baseline, peak user load, and peak transaction volume with geographically distributed test clients

2.3 Qualifications of the Key People/Anticipated Level of Effort:

2.3.1 Provide a complete resume* of the following Key Personnel:

- Executive-in-Charge (responsible for the contractor's resource and performance commitment and strategic partnership executive relationship with UMUC; first line in escalation to resolve project team differences)
 - Project Manager (responsible for the onsite and remote (if applicable) management of the project team and the direct point of contact for UMUC's Project Manager)
 - Lead Technical Architect (responsible for the technical architecture of the portal and UMUC's direct contact regarding technical architecture of the portal solution)

*The resume is to include educational and employment background; similar development experience, and a minimum of two (2) client references** (contact name, company name, phone number including extension number) where the person has been assigned to a client in the same capacity.

****See note below in 2.4 regarding references.**

2.3.2 Schedule and level of effort: – Provide a high level schedule recommended for the project solution. All setup/implementation tasks are to be provided with appropriate resources designated by title and estimated level of effort, including assumptions for UMUC staff's involvement. A recommended timeline of tasks showing sequencing and dependencies is to be provided.

Note: It is UMUC's intent that the project initiation occur on or about June 21, 2012.

2.4 Firm Experience and Firm References. Provide three (3) client contacts that the Proposing Firm considers to be similar to UMUC in scope and size, specifically, references with which you have provided a solution or gone live with a similar solution within the last eighteen months. UMUC would like to view the finished product, preferably through a demonstration.

For each similar experience provided, please describe in detail the development project performed and why Proposer considers this to be similar to UMUC's project. For each similar experience include client contact name, title, role on the contract, phone number (including area code and extension numbers) and e-mail address. Proposers are to provide this information as part of the Technical Proposal; however, UMUC will check references only of the clients of the shortlisted Proposing Firms. UMUC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer.

It is imperative that the contact names and phone numbers given for the contracts/clients listed are accurate. References will be held in the strictest of confidence by the University. The contact person should be capable of speaking to a firm's capability in performing the services required. References will be held in the strictest of confidence.

Note: The notes in Section 2.4 regarding references also apply to the references provided for the three Key Personnel in response to Section 2.3.1 above.

2.5 Company Profile. The Proposer is to provide a narrative regarding the Company Profile, to include the following elements:

- Primary business purpose
- A brief history of the firm including how long firm has been in business
- Management team biographies, including length of tenure with current proposer
- Listing of all services offered by the proposer
- An organization chart of the company showing parent company and any affiliates as well as where the branch that will be servicing UMUC is found on the organization chart
- Address of firm's headquarters, nearest offices, and branch offices
- Address of the branch office(s) that will be serving UMUC
- Size of the company as measured by facility and staff resources available
- Years of hands-on experience with technologies deployed at UMUC (PeopleSoft, Salesforce.com, LDAP, LMS, etc.)
- Years of experience with building mobile device access to portals.
- Years of experience building portals compliant with accessibility standards

- Total number of permanent employees in the firm and also by branch that is serving UMUC
- Annual Sales Volume for the branch office which will service the University on a per year basis for the last three (3) years [2009, 2010 and 2011]
- **Financial Attestation**: Firms shall provide a statement or attestation of its financial condition to confirm that it has adequate financial resources to support its Technical Proposal response.

Such statement and/or attestation **must** include complete audited financial statements, or their equivalent, for the most recent fiscal years showing the true condition of the Proposer's assets, liabilities and net worth. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. It is acceptable that such documentation be provided solely in the original copy of the Technical Proposal. UMUC will hold such financial statements in confidence.

2.6 Special/Unique Qualifications. Provide a narrative to elaborate on the special/unique qualifications and/or experiences of the Proposer and/or any member of its team, which make it uniquely capable to provide Portal Solution to UMUC. Special firm and/or individual expertise is to be included.

3. Proposal Affidavit/MBE Affidavit A: State and USM Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Appendix B**. As well, Proposers are to provide MBE Affidavit A (**See Appendix G**) acknowledging their commitment to achieving the MBE Goal.

4. Insurance: Provide a copy of a Certificate of Insurance verifying your firm's coverage for Professional Liability, Commercial General Liability, Worker's Compensation, and Professional Liability or Technology Errors and Omissions.

5. 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**) is to be completed, signed, and included in the Proposer's Technical Proposal.

6. Submittal: Proposers must submit the required number of copies of his/her proposal by the closing time and date specified in Section I of the RFP. Late submittals cannot be accepted.

END OF SECTION III, ARTICLE 1

**SECTION III
PROPOSALS, EVALUATION, AND FORMS
ARTICLE 2
INTERVIEW/DISCUSSION SESSION**

1. Interview/Discussion Sessions (“Discussion Session”): **Only** those Proposers who are shortlisted based on the initial technical evaluation **will be** requested to attend a Discussion Session at the University located in Adelphi, MD.

The date and time of the Discussion Sessions will be set by the University upon completion of the initial technical evaluation. This session is anticipated to be held on **May 2 and 3, 2012**. Accordingly, Proposers are advised to set these dates aside in their entirety on the calendars of the proposed Key Personnel (Project Executive, Project Manager, and Lead Technical Architect) to avoid any conflicts. The proposed Key Personnel must be in attendance at these sessions. Other representatives are welcome to attend if considered necessary for the discussion of the proposal. The actual time on these date(s) will be verified with the applicable proposers at the time it is requested.

The purposes of the Interview/Discussion Session are as follows:

- (i) to provide an opportunity to present an overview of the Portal Solution and how it meets the needs of UMUC
- (ii) to provide an opportunity to clarify the scope of services for this contract and discuss any items addressed in the Technical Proposal that may require additional clarification.
- (iii) to introduce the proposed Key Personnel and other Key Members of the project team and for these proposed Key Personnel to convey and demonstrate their expertise in their assigned roles for this project
- (iv) view demonstrations on similar solutions from references provided

The Interview/Discussion Session forum will be informal, as the University is **not** interested in a marketing presentation; rather, UMUC is requesting an interactive discussion with the shortlisted proposing firms and in particular with the proposed Key Personnel. Ample time is to be available for the University and the Proposing Firm to ask questions and discuss issues/concerns related to the product, the scope of the services, and the firm’s capabilities/qualifications. We anticipate that each session will be approximately 60 minutes in length.

END OF SECTION III, ARTICLE 2

**SECTION III
ARTICLE 3
PRICE PROPOSAL REQUIREMENTS**

Price Proposals will only be requested from those Proposers whose technical proposals are shortlisted following the completion of the technical evaluation. The Price Proposal must be submitted in a sealed envelope. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL".

It is the intent of the University that the Price Proposal will consist of:

- A fixed price, milestone/deliverables based price for each phase (e.g. Requirements, Design, Development, QA, Installation) of the Portal implementation; a resource loaded schedule is to be included to document the level of effort used to derive the quoted fixed fee.
- Hosting costs inclusive of service/support, if proposed
- All software licensing costs at the product/component level per year, processor, user, message as appropriate
- An hourly resource rate card per resource type (e.g. developer, DBA) valid for three (3) years which will be used as the basis for change orders, enhancements, future phases, and other add on work.

Price proposals will be evaluated based on total cost.

This quoted hosting costs and hourly rates must be good through June 30, 2013. The University will only consider escalations based upon increases in the Consumer Price Index (CPI), as published by the Bureau of Labor Standards in February of the appropriate year, (i.e. for July 1, 2013 renewal the University will look at the CPI published for February 2013, and so on). Requested increases above a 5% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit a request in writing to the UMUC Procurement Office sixty (60) days prior to the end of the initial term. The University will not consider late requests for adjustments. As well, increases are not cumulative for prior years; for example, if the successful contractor does not request an increase for the first renewal year and then requests an increase for the second renewal year, the Contractor cannot include a cumulative amount which includes the first renewal year. The University reserves the right to terminate this Contract at any time upon giving thirty (30) days written notice.

END OF SECTION III, ARTICLE 3

END OF SECTION III

SECTION IV
EVALUATION AND SELECTION PROCESS

SECTION IV EVALUATION AND SELECTION PROCESS

1. Evaluation and Selection Committee. All Contractors' proposals received by the closing deadline will be reviewed. The Procurement Officer shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee may request additional technical assistance from any source.

2. Evaluation Procedure.

2.1. Qualifying Proposals. The Procurement Officer shall first review each proposal for compliance with the requirements of this RFP. Failure to comply with any requirement will normally disqualify a contractor's proposal. The University reserves the right to waive a requirement when it is in its best interest to do so. The Contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be evaluated according to the criteria listed below. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the University.

The intent of this RFP is to provide Portal Solution firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of UMUC. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, organizational culture, working style and communications style fit with the University's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

2.2. Technical Evaluation. After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and then, at the conclusion of the technical evaluation, ranking the final shortlist of proposals from most to least advantageous. If used in the evaluation process, numerical point scores will be useful guides, but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.

The criteria that will be used by the Committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will evaluate the proposals on each major criterion. Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University's best interest.

2.2.1. Initial Technical Evaluation. An evaluation of the Initial Technical Proposals will be conducted by the University's Evaluation and Selection Committee. The order of importance of the technical criteria is as follows:

1. Project Team Organization and Proposed Methodologies
 - Understanding of the project and desired outcome
 - Proposal clearly describes the targeted customer bases to be served and explains how their needs will be served through this project.
 - Approach and robustness of project management methodologies
 - Approach and robustness of using Agile development methodologies
 - Approach and robustness of quality assurance process
 - Approach and robustness of producing documentation for knowledge transfer
2. Qualifications of the Key People/Anticipated Level of Effort
 - Description of staff involved and their expertise as it pertains to project activities
3. Firm Experience
 - Proposal presents successful track record as evidence of adequate organizational experience in building successful portals.
 - Complexity of completed portal solutions for other clients
4. Company Profile
 - Overall Vendor Stability
 - Years of experience building portal solutions
 - Years of hands-on experience with technologies deployed at UMUC (PeopleSoft, Salesforce.com, LDAP, LMS, etc.)
 - Years of experience with building mobile device access to portals.
 - Years of experience building portals compliant with accessibility standards.
5. Special/Unique Qualifications

Those proposals not considered to be reasonably susceptible of being selected for award may be rejected after evaluation of the initial Technical Proposals and will not progress further in the procurement. It is anticipated that a short list will be developed based on the initial technical evaluation results. Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation of his/her firm's technical proposal. Only shortlisted firms will advance in the procurement process.

2.2.2. Second Technical Evaluation. Following the Discussion Sessions with the shortlisted firms, a second technical evaluation will be conducted by the University's Evaluation and Selection Committee. The order of importance of the technical criteria will remain as stated above in 2.2.1 however the references of the Key Personnel and the Firm will be incorporated within the appropriate category. A further shortlist may be established by UMUC.

2.2.3 If deemed in the University's best interest and at its sole discretion, additional technical phases may be conducted until such time that a final shortlist is established. No such additional technical phases are guaranteed to be conducted, so a proposing firm should not rely on the ability to modify, supplement, clarify, cure, or change its technical proposal in any way after any established due date and time.

2.2.4 Final Technical Evaluation. Prior to requesting Price Proposals, the University will establish a ranking of technical proposals of the final shortlisted firms from highest to lowest.

2.3 Price Proposal Phase. Only those firms whose technical proposals remain susceptible of the award and are, therefore, in the final short list following the technical evaluation will be requested to submit Price Proposals. Price Proposals will not be opened publicly.

It is the intent of the University that the Price Proposal will consist of:

- A fixed price, milestone/deliverables based price for each phase (e.g. Requirements, Design, Development, QA, Installation) of the Portal implementation (A resource loaded schedule is also to be provided to show the proposed level of effort.)
- Hosting costs inclusive of service/support, if proposed
- All software licensing costs at the product/component level per year, processor, user, message as appropriate
- An hourly resource rate card per resource type (e.g. developer, DBA) valid for three (3) years which will be used as the basis for change orders, enhancements, future phases, and other add on work.

2.3.1 Price Evaluation. Price Proposals will be evaluated based on the total cost of the initial implementation of the Portal quoted at a fixed fee, ongoing licensing fees, ongoing operational costs, and the estimated cost of a long term relationship represented by the labor rate card for future work.

The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the price portion with subsequently higher quotes receiving proportionally lower points.

3. Discussions. The University reserves the right to recommend an Offeror for contract award 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, the Committee shall 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.

4. Best and Final Offers. When in the best interest of the University and the State, the Committee may recommend and the Procurement Officer may permit qualified Offerors to revise their proposals by submitting "Best and Final" offers.

5. Final Ranking and Selection. Following evaluation of the technical proposals and the price proposals, 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 responsible Offeror(s) whose proposals are determined to be the most advantageous to the University and the State of Maryland based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will have a greater weight than financial in the final ranking.

Awards may be made to the proposals with a higher technical ranking even if its cost proposal is not the lowest. The decision of the award of the contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Contractor that provides the best overall value to the University.

The University may select one or more contractors to further engage in negotiations, including the terms of a contract and other issues to be incorporated into the contract. The University reserves the right to make an award with or without negotiations.

END OF SECTION IV

SECTION V
SOLICITATION TERMS AND CONDITIONS

SECTION V SOLICITATION TERMS AND CONDITIONS

5.1 Contractor's/Proposer's Responsibility. Proposers 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 per the RFP. A Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded. UMUC will enter into a contractual agreement with the selected Contractor only. The selected Contractor shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the primary Contractor and the role of subcontractors must be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor of liability under this contract.

5.2 General Requirement. Proposals must be made in the official name of the firm or individual under which business is conducted, showing the official business address, state in which it is incorporated or organized (if Proposer is not an individual) and must be signed by a duly authorized person. Proposals must be prepared in writing, simply and economically, providing a straightforward, concise description of the Proposer's proposal for meeting the required specifications of this procurement. Proposers must paginate each proposal volume and are requested to provide tabs to separate responses to the technical criteria.

5.3 Receipt of Proposals. Proposals will not be opened publicly; nor, can the identity of Proposers (individuals or entities) submitting proposals ("Proposers") be disclosed prior to actual contract award.

5.4 Duration of Offers. Proposals (Technical Proposal and, if applicable, Price Proposal) submitted in response to this solicitation are irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the vendor and the University.

5.5 Rejection or Acceptance of Proposals 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, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. Proposers judged by the Procurement Officer not to be responsible or Proposers whose proposals are classified as not reasonably susceptible of 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.

5.6 Cancellation of the RFP. UMUC may cancel this RFP, in whole or in part, at any time.

5.7 Incurred Expenses. Neither UMUC nor the State of Maryland is responsible for any expenses that Proposers may incur in preparing and submitting proposals or in making oral presentations of their proposals, if required.

5.8 Payment. The State of Maryland usually provides payments on a net 30 day basis for UMUC 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 UMUC, 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.

5.9 Electronic Funds Transfer (“EFT”). By submitting a response to this solicitation, the Offeror agrees to accept payment by electronic fund transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the form attached as Appendix E, the GAD X-10 Contractor EFT Registration Request Form. This form is to be submitted directly to the Comptroller’s Office (not to UMUC). Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

5.10 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>.

5.11 Confidentiality. Proposers should give specific attention to the identification of those portions of the proposal that the Proposer 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. Proposers 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 Proposer’s position regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.

5.12 Interview /Discussion Sessions. Contractors who submit proposals will be required to make individual presentations to the University representatives in order to clarify their proposals. Proposers will be contacted by the Issuing Office accordingly. (See Section III Article 2, for further information.).

5.13 Evaluation of Offers. See Section IV.

5.14 Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Contractor’s offer to meet the requirements of the RFP.

5.15 Multiple Proposals. Proposers may not submit more than one proposal.

5.16 Alternate Solution Proposals. Alternative approaches to a full Portal solution will not be considered. However, it is the intent of this RFP for the vendor to provide a Portal solution that may require additional components not outlined in Section II.

5.17 Telegraphic/Facsimile Proposal Modifications. Contractors may modify their proposals by telegraphic, e-mail, or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the State issuing agency prior to such time and, provided further, the State agency is satisfied that a written confirmation of the modification with the signature of the proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the State agency until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.

5.18 Contractor Responsibilities and Use of Subcontractors University of Maryland University College shall enter into contractual agreement with the selected offering Prime Contractor only. The selected Prime Contractors shall be responsible for all services required by this RFP including those that reflect prime/subcontractor relationship.

5.19 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, or agents) to provide quality assurance and auditing.

5.20 Arrearages. By submitting a response to this solicitation, a contractor 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.

5.21 Taxes. University of Maryland University College is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

5.22 RFP Response Materials. All written and electronic materials submitted in response to this RFP become the property of University of Maryland University College and may be appended to any formal documentation, which would further define or expand the contractual relationship between University of Maryland University College and the successful contractor(s).

5.23 Debriefing of Unsuccessful Offerors. Unsuccessful Proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal

was unsuccessful. Debriefings shall be limited to discussion of the specific proposer's proposal only and not include a discussion of a competing Offeror's proposal. Debriefings shall be conducted at the earliest feasible time.

The debriefing may include information on areas in which the unsuccessful proposer'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 summarization of the Procurement Officer's rationale for the selection may be given.

5.24 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, State Government Article, SS 15-502.

If the bidder/offeror has any questions concerning application of the State Ethics law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to see advice from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll-free phone number 877-669-6085, or see the website ethics.gov.state.md.us. The Procurement Officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The Procurement Officer may require the bidder/offeror 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 Contractor or any State of Maryland employee in connection with this procurement.

5.25 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, contact the State Ethics Commission, toll-free phone number 877-669-6085, or see the website ethics.gov.state.md.us.

END OF SECTION V

APPENDICES
FORMS AND ATTACHMENTS

APPENDIX A

Acknowledgement of Receipt of Addenda

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91001

PROPOSAL DUE DATE: 04-18-2012 AT 3 P.M.

RFP FOR: Portal Solution

NAME OF PROPOSER: _____

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

Name Printed

Title

APPENDIX B

Bid/Proposal Affidavit

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. 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' 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 name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. 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' 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; or

(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 in §§B and C(1)—(7) 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):

D. 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' 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 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).

E. 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):

F. 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.

G. 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.

H. 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 the 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.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires 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 in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. 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 meanings 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 or 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 §J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(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 5 days after a conviction;
 - (i) Notify the Procurement Officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §J(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 §J(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(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 the 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.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state).

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

L. 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.

M. Repealed.

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: _____ (Signature)

(Authorized Representative and Affiant)

_____ (Printed Name)

_____ (Proposer Name)

_____ (Federal Identification Number)

APPENDIX C

Price Proposal Form

It is the intent of the University that the Price Proposal will consist of quoting a project annual cost, based on the requirements defined. In addition, any maintenance and/or support costs are required to be stated separately. Provide details on the pricing model and how the pricing is determined.

Ensure educational discounts are included in all prices quoted

By signing below Proposer certifies that he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the firm with full power and authority to submit binding offers for the goods or services as specified. Vendors are cautioned to verify their proposals prior to submission as UMUC cannot be responsible for Proposer's errors or omissions. Any proposal that has been accepted by UMUC may not be withdrawn by the vendor.

Firm

Signature

Address

By (please print)

City, State, Zip
()

Title

Telephone Number

Date

FEI Number

APPENDIX D

Contract Forms

- Contract
- Contract Affidavit

Appendix D

CONTRACT

This Contract for Services (the "Contract") is made on this ____ day of _____, 2012, by and between University of Maryland University College ("UMUC" or "the University"), and _____, ("Contractor").

RECITALS

WHEREAS,

The University issued a Request for Proposal - 91001, Portal Solution on March 27, 2012, as amended from time to time (the "RFP"), to solicit a provider of a portal solution. Contractor submitted technical proposal dated XXXXX, and price proposal dated XXXXXX and a best and final price proposal dated XXXXX and accepted by the University ("collectively Proposal") in response to the RFP, and the University subsequently selected the Contractor as the awardee of this Contract.

NOW, THEREFORE, UMUC and _____ agree as follows:

1. NATURE OF THE AGREEMENT

This Agreement shall consist of the following documents (including any materials made part thereof), stated in the order of precedence:

- a.
- b.
- c.

2. DEFINITIONS

In addition to the definitions ascribed elsewhere in this Agreement, the terms below will have the following meanings when and if used in this Agreement:

2.1. "Materials" means any and all software, Source Code, technology, plans, research, products, processes, services, and/or business operations including, without limitation, product specifications, data, know-how, formulae, equations, algorithms, software, samples, measurements, compositions, sequences, processes, designs, sketches, photographs, graphs, drawings, samples, working models, prototypes, inventions and ideas, information and documentation, and other information provided for and/or used in the completion of this Agreement.

2.2. "UMUC Materials" means those Materials owned by UMUC and supplied to Contractor by or for UMUC in connection with the Services that may be required for the Work and the Deliverables. UMUC Materials specifically includes Materials which would be confidential or proprietary in respect to a private entity.

2.3. “Contractor-Owned Materials” means those Materials owned by Contractor which may be supplied by Contractor and /or licensed to UMUC in connection with the Services, Work and Deliverables.

2.4. “Student-Owned Materials” means any and all Materials supplied to Contractor by UMUC students (including, but not limited to, biometrics and identifying information) accessing any and all services and products produced by Contractor for UMUC under and as contemplated in this Agreement (“Students”).

2.5. “Intellectual Property Rights” shall mean (a) copyrights and copyright applications, including any renewals, in either the United States or any other country; (b) trademarks, service marks, trade names, and applications or registrations for any of the foregoing in the State of Maryland, United States or any other country; (c) trade secrets or any data or information which provides value or a competitive advantage to its holder by not being publicly known; (d) patents, patent applications, continuations, divisionals, reexaminations, reissues, continuations-in-part, and foreign equivalents of the foregoing, in the United States or any other country and (e) any other right, title or interest in and to intellectual property as may be applicable to this Agreement.

2.6. “Inventions” means inventions, discoveries, concepts, and ideas, whether patentable or not, including but not limited to processes, methods, formulae, software, techniques, blueprints, schematics, drawings, data, formulae, know-how, compositions, designs, sketches, photographs, graphs, samples, working models or prototypes, original works of authorship, as well as improvements thereof or know-how related thereto.

2.7. “Services” means all work necessary to provide the service specified, which may include without limitation online hosting, development, installation, training, analysis, design, programming, testing, implementation, and consulting.

2.8. “Source Code” means the human-readable description of the structure and methods of operation of any software, including but not limited to, flowcharts, programmers’ notes, and such other materials as may be reasonably necessary for a competent programmer to modify and maintain such software.

2.9. “Work” means any and all products and/or services required within a Scope of Work, as well as the documentation, research, notes, data, computations, estimates, reports or other documents or work product related to such deliverables including development activities created by or produced by Contractor for UMUC under this Agreement. It is agreed that Work shall not include the Licensed Software or modifications thereto or Contractor Owned Materials.

2.10. “Day or day” means calendar day unless otherwise specified.

2.11. “Deliverable” is a tangible, verifiable work output such as a specification, programming, code, modification or other output developed for UMUC. A Deliverable may not include customization or enhancement of the Contractor-Owned Materials requested by UMUC that is not intended to be owned by UMUC.

2.12. Contractor's Single Point of Contact: Person who is the sole point of contact to UMUC.

2.13. Purchase Order: Purchase Order as used throughout this Agreement includes Purchase Orders issued by UMUC that may contain preprinted PO Terms and Conditions. The preprinted Terms and Conditions will not supersede the terms and conditions in this Agreement or any Subscription or License Agreement if applicable, unless the PO Terms and Conditions are specifically accepted by the parties.

3. TERM OF AGREEMENT

3.1. The term of this Agreement (the "Initial Term") shall commence on the date of execution of this Agreement by UMUC and continue through _____ unless otherwise extended or terminated as provided in this Agreement or as a matter of law.

3.2. UMUC at its sole discretion, may also elect to conduct trial programs and/or proof of concepts under this Agreement ("Pilot Program"). Following the trial program and/or proof of concept, UMUC may, but is not required to, elect to fully deploy the integrated Portal solution with the Contractor in a manner that serves its best interests. If, after conducting a trial or proof of concept, UMUC elects to continue with the full deployment of the Portal solution, negotiations between UMUC and the Contractor regarding the requirements of the full deployment including all applicable royalties, fees, work plan, and appropriate timeline will occur. UMUC makes no guarantee that such negotiations will occur. There may be fees related to the Pilot Program which will be negotiated between Contractor and UMUC on a case-by-case basis.

3.3. Upon completion of the Initial Term, UMUC may, at its sole option, elect to renew the Agreement for a period, or periods, not to exceed _____ additional years ["Renewal Term(s)].

4. PAYMENT TERMS

4.1. Payment will be made in accordance with the terms and conditions set forth in this Agreement. Contractor's fees for software licensing, hosting and professional services shall not exceed the rates set forth in the Contractor's Price Proposal dated _____, 2012, as attached herein as Exhibit _____.

4.2. Invoicing

4.2.1. Contractor will submit an invoice to UMUC at accountspayable@umuc.edu which must contain the following information: state "Invoice" on the bill; reference the date indicated; type of billing (i.e., the deliverable); the Federal Employer's ID Number or Social Security Number; and additional information as may be specifically required elsewhere in this Agreement.

4.2.2. Payments to Contractor pursuant to this Agreement shall be made no later than 30 days after UMUC's receipt of a proper invoice from Contractor. 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.

4.3. Contractor hereby agrees that, notwithstanding the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Title 15, Subtitle 1, interest on any payments due under the terms of this Agreement shall not be payable unless such payments remain unpaid for more than forty-five (45) days after receipt of a proper invoice and such payments shall accrue interest from the 31st day after receipt of a proper invoice.

4.4. Taxes. The fees hereunder do not include any sales, use, excise, import or export, value-added or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees levied on the delivery of any software or the performance of services by Contractor to UMUC. If UMUC is exempt from any such taxes or fees, then such taxes or fees shall not be charged to UMUC upon Contractor's receipt of a copy of UMUC's tax exemption certificate or number.

4.5. Electronic Funds. Electronic funds may be used by the State to pay Contractor for this Agreement and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

5. OWNERSHIP AND PROPRIETARY RIGHTS

5.1. Contractor owns and retains all right, title and interest in Contractor-Owned Materials. UMUC owns and retains all right, title and interest in UMUC's Owned Materials. UMUC Students own and retain all right, title and interest in UMUC Student-Owned Material. UMUC acknowledges and agrees that, unless otherwise agreed by Contractor in writing, Contractor is the sole and exclusive owner of all rights, including but not limited to all patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in the systems, programs, specifications, user documentation, and other Contractor-Owned Materials used by Contractor in the course of its provision of services hereunder. UMUC also acknowledges and agrees that in entering into this Agreement, UMUC acquires no ownership rights in Contractor-Owned Materials. UMUC shall not copy, transfer, sell, distribute, assign, display, or otherwise make Contractor-Owned Materials available to third parties. Contractor acquires no rights of ownership in or to the UMUC owned Materials or the Student-Owned Materials; or anything that is provided to Contractor by UMUC, including but not limited to business processes, software and related documentation. Any modifications or enhancements to the UMUC Owned Materials or the Student-Owned Materials including those suggested or implemented by Contractor, shall belong to UMUC. Contractor agrees that its rights to use any such materials or data provided by UMUC, including all UMUC-owned Materials is limited to such use as is necessary to permit Contractor to perform Services and obligations in this Agreement.

5.2. UMUC has the responsibility for providing Contractor with the copyright notice language to appear on websites, delivered course content and/or assessments, and on any related practice and/or demonstration materials. Contractor will have the responsibility for ensuring that the copyright notice language provided to Contractor by UMUC will appear as provided on

any applicable materials. Any copyright notice language or other language acknowledging Contractor's ownership or other legal rights of Contractor which appears on websites, course content and/or assessments, and in any practice and/or demonstrational materials will be limited to such language as is necessary to protect Contractor's legal rights. Unless provided to Contractor by UMUC, no language acknowledging the legal rights of any third party shall appear on materials without the prior written consent of UMUC.

5.3. Contractor agrees to indemnify and hold harmless, and defend upon request UMUC, its officers, agents and employees with respect to any claim, action, cost or liability 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 Agreement and for a violation or breach of the provisions set forth in Sections 5 and 6 of this Agreement.

5.4. Notwithstanding anything in the Agreement to the contrary, any and all Deliverables shall be the sole and exclusive property of UMUC. Notwithstanding the foregoing, the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by Contractor prior to, or acquired during, the performance of the Scope of Work shall be Contractor-Owned Material.

5.5. Upon UMUC's request or upon the expiration or termination of this Agreement, Contractor shall deliver or return all copies of the Work to UMUC. 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.

5.6. Contractor and UMUC intend this Agreement to be a contract for services and each considers any tangible work products identified as Deliverables ("Deliverables") during the Term or Terms of this Agreement to be a work made for hire. If for any reasons the Deliverables would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to UMUC, its successors, and 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 Deliverables, 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. Contractor agrees to execute all documents and to perform such other proper acts as UMUC may deem necessary to secure for UMUC the rights in the Deliverables.

5.7. Other than Deliverables and Contractor-Owned Materials, the tangible property and work products created by Contractor pursuant to this Agreement ("Work Product") shall mutually belong to UMUC and Contractor and each shall be free to use such Work Product without permission of or payment of royalty to the other. As to tangible products and work products identified as Deliverables during the Term or Terms of this Agreement, all Deliverables shall be owned exclusively by UMUC.

5.8. UMUC recognizes that Contractor's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops in its engagements. UMUC's business also depends substantially upon the accumulation and application of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops through collaboration with contractors and other service providers. Accordingly, to the extent material that is used in, enhanced, or developed in the course of providing Services hereunder is of a general abstract character, or may be generically re-used, and does not contain Confidential Information of UMUC, then Contractor will own such material including, without limitation: methodologies; delivery strategies, approaches and practices; generic software tools, routines, and components; generic content, research and background materials; training materials; application building blocks; templates; analytical models; project tools; development tools; inventions; solutions and descriptions thereof; ideas; and know-how (collectively "Know-how") developed by Contractor and UMUC will own the Know-how developed by UMUC. To the extent such Know-how is contained or reflected in the Work Product, each party hereby grants the other a fully paid up, perpetual license to use such Know-how. Neither party will sublicense or sell Know-How of the other party to any third party, and will not use or exploit the Know-How of the other party to compete with the information technology and professional services of Contractor or the educational services and delivery of the UMUC.

6. PROPRIETARY AND CONFIDENTIAL INFORMATION

6.1. Contractor acknowledges and understands that in connection with this Agreement, the performance of the Scope of Work and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the UMUC's Confidential Information (as defined herein). For purposes of this Agreement, "Confidential Information" means all information provided by UMUC, or UMUC Students to Contractor, including without limitation information concerning the UMUC's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, software and documentation, student materials, student name and other identifying information which is generated by the student, such as biometrics. 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.

6.2. 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. Contractor may also share Confidential Information with its corporate affiliates and with agents and contractors who are bound by similar obligations of confidentiality and who need such information as part of Contractor's performance under this Agreement.

6.3. 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 Agreement.

6.4. Contractor acknowledges and understands that UMUC 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 thereunder, 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 UMUC’s employees. Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws and as a “school official” under FERPA. The Contractor further agrees that it is subject to the requirements governing the use and redisclosure of personally identifiable information from education records as provided in FERPA.

6.5. 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 UMUC, and before disclosing such information shall allow UMUC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

6.6. Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Agreement.

6.7. Contractor acknowledges that its failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause UMUC grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this section may be a material breach of this Agreement.

6.8. 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:

Procurement Officer

AND

To UMUC’s Legal Office or designee

6.9. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that (1) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (2) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (3) was independently developed by Contractor without violation of this Agreement, or (4) Contractor and UMUC agree in writing to disclose. Each party 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 other’s information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

6.10. Contractor agrees to use Student-Owned Materials, UMUC Owned Materials and UMUC's Confidential Information only as necessary to perform its responsibilities under this Agreement, keep it confidential in accordance with this Agreement and use reasonable commercial efforts to prevent and protect the contents of these materials, or any parts of them, from unauthorized disclosure. Further, Contractor will take industry standard measures to protect the security and confidentiality of such information including controlled and audited access to any location where such confidential and proprietary data and materials reside while in the custody of Contractor and employing security measures to prevent system attacks (e.g., hacker and virus attacks).

6.11. Contractor will implement security measures at its offices and all other associated facilities in connection with Contractor software to ensure the strictest confidentiality of UMUC's Owned Materials, UMUC's Confidential Information and all other confidential information and materials. These measures will include, without limitation, encryption, use of a sign-on and access privilege system and other measures described in this Agreement, and such other measures as Contractor deems necessary in its professional discretion. Unless otherwise provided by separate agreement, upon termination of this Agreement or upon earlier request by UMUC, Contractor shall return to UMUC, all UMUC-Owned Materials or UMUC's Confidential Information, all data, software provided to Contractor by UMUC, student records, and any other proprietary information or materials that have not already been purged pursuant to this Agreement; alternatively and at UMUC's option, Contractor shall destroy any or all of the aforementioned beyond recoverability. Contractor may retain one full version of part or all of the aforementioned data for the sole purposes of demonstrating contractual compliance. Any data referred to in this section that is still within Contractor's actual or constructive control shall be subject to the terms of this Agreement in perpetuity. Except as otherwise provided herein, Contractor shall not retain any electronic or other copies of any of the data or information contemplated herein without the prior written authorization from UMUC.

6.12. UMUC will implement security measures at its offices and all other associated facilities to ensure the confidentiality of Contractor's confidential information and materials in manner like that provided by UMUC for its own information and materials identified as confidential under this Agreement. Unless otherwise provided by separate agreement, upon termination of this Agreement, UMUC shall return to Contractor all Contractor-Owned Materials, including software, Source Code, and/or documentation provided to UMUC by Contractor; alternatively and at Contractor's option, UMUC shall destroy any or all of the aforementioned beyond recoverability. UMUC shall not retain any electronic or other copies of any Contractor-Owned Materials or other Contractor Proprietary and Confidential Information absent of prior written authorization from Contractor.

6.13. Contractor will notify UMUC as soon as commercially practical of any actual or suspected breach of security with respect to confidential information. Contractor will notify UMUC as soon as commercially practical of any unusual circumstances, including but not limited to Contractor-based technical problems, power outage affecting authentication, suspicion concerning identity of person logging on, Contractor or Contractor's subcontractor system intrusions (e.g., attack by hacking, virus infection). Notifications to be made under this Section shall be made in the most expeditious manner possible (telephone with e-mail

confirmation is preferred) to the appropriate project manager or other contact as may be agreed.

6.14. In addition to the exceptions set forth in 6.9 above, neither party shall be obligated to maintain any information in confidence or refrain from use, if: (a) the information was lawfully in the receiving party's possession or was known to it prior to its disclosure from the disclosing party as shown by written records; (b) the information is, at the time of disclosure, or thereafter becomes, public knowledge without the fault of the receiving party; or (c) disclosure is required by subpoena or pursuant to a demand by any governmental authority.

6.15. Except as specifically permitted by this Agreement, Contractor acknowledges that any unauthorized use, reproduction or disclosure of UMUC's Proprietary and Confidential Information and Property could result in irreparable injury to UMUC and further agrees that there may be no adequate remedy at law for any breach of its obligations hereunder and upon any such breach or any threat thereof by Contractor, UMUC will be entitled to seek appropriate equitable relief, including immediate injunctive relief and monetary damages resulting from material breach of the terms of this Section, as well as any other rights and remedies that may be available to UMUC by law.

6.16. Except as specifically permitted by this Agreement, UMUC, acknowledges that any unauthorized use, reproduction or disclosure of Contractor's Proprietary and Confidential Information and Property, other than any use, reproduction or disclosure made under the Maryland Public Information Act, may result in irreparable injury to Contractor and further agrees that there may be no adequate remedy at law for any breach of its obligations hereunder and upon any such breach or any threat thereof by UMUC, Contractor may be entitled to seek appropriate damages resulting from material breach of the terms of this Section, as well as any other rights and remedies that may be available to Contractor by law. Nothing in this provision is intended as a waiver of any defense that may be available to UMUC.

7. REPRESENTATIONS AND WARRANTIES

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

7.2. 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 Agreement;

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

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

7.3. Software

Contractor hereby warrants and represents that:

A. It shall perform all of the Work in a professional manner in accordance with industry standards for software development and related services, and that the software development and related services will conform to the specifications in the Agreement.

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:

Software Warranty. The Contractor warrants that Contractor 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 Contractor-selected conditions, or manually on the command of Contractor.

Security. 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.

SAS 70 or SSAE 16. On an annual basis, Contractor shall obtain SAS 70 or SSAE 16, or any successor standard, or industry equivalent that is generally recognized in its industry, reports (the “Reports”) for all facilities from which the Services are provided. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as UMUC’s sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor’s efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of UMUC.

UMUC or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of UMUC data. Audits will be at UMUC’s sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of UMUC or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a certified SSAE 16 (or applicable audit) review, UMUC has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified SSAE 16 review for testing the controls that have an impact on its data.

8. INSURANCE

8.1. Contractor shall secure, and shall require that subcontractors secure, pay the premiums for and keep in force until the expiration of this agreement, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by contractor under this agreement inclusive of the requirements below:

- 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
- Worker’s compensation per statutory requirements
- Professional liability or Technology Errors and Omissions insurance in an amount not less than \$1,000,000

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

8.2. All policies for liability protection, bodily injury or property damage and fiduciary bonding must specifically name on its face UMUC as an additional named insured with respect to operations under this Agreement, including but not limited to Contractor’s data center or other premises where UMUC’s data is stored, provided, however, with respect to 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 UMUC and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees, or guests of UMUC.

8.3. Contractor will take commercially reasonable and practical steps to ensure that each insurance policy contains endorsements, identical to, or as close to the following: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer thirty-days (30) in advance of the effective date of any reduction in or cancellation of this policy". 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".

9. INDEMNIFICATION

9.1. In addition to the obligations to indemnify set forth elsewhere in the Agreement, Contractor will indemnify and hold harmless UMUC its employees, contractors, and agents, from any and all loss, damage, injury, or liability arising directly out of Contractor's operations under this Agreement, including operation of equipment or vehicles, and wrongful or tortious acts of omission, commission, or negligence by Contractor, its employees, contractors, or agents when engaged in company operations under this Agreement, and including the disclosure of user personally identifiable data, either during the term of this Agreement or at any time thereafter, if such disclosure occurred as a result of negligence by Contractor, its employees, contractors, or agents, and provided that UMUC: (a) notifies Contractor promptly in writing of any such claim or proceeding, (b) reasonably cooperates with Contractor in defending any such claim or proceeding, and (c) in no event shall UMUC settle any such claim without Contractor's prior written approval.

9.2. Contractor will defend and indemnify UMUC, or settle any suit, claim or proceeding for which the cause of action accrued during the term of the Agreement (collectively, a "Claim") brought against UMUC alleging that Contractor software infringes any U.S. patent, copyright, trademark, or other proprietary right, and shall pay any final judgment against UMUC, including all court awarded costs, damages and expenses, which result from any such claim, provided that UMUC: (a) notifies Contractor promptly in writing of any such claim or proceeding, and (b) reasonably cooperates with Contractor in defending any such claim or proceeding.

9.3. If UMUC's use of Contractor's software or Services becomes, or in Contractor's opinion is likely to become, enjoined as a result of a claim pursuant to this Section, Contractor, at Contractor's expense, shall either procure UMUC's the right to continue using the software or Services, or replace or modify the same so that it becomes non-infringing (provided replacement or modified software or Services have substantially comparable functionality to the original software or Service) or, in the event performing the foregoing options are not commercially reasonable, refund to UMUC the fees paid for the particular software or Services out of which the claim arose.

9.4. UMUC 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 Agreement.

10. SOFTWARE

10.1 If CONTRACTOR licenses software to UMUC under this Agreement, Parties may if required, execute one or more agreements to create an escrow for the benefit of UMUC (collectively the "Escrow Agreement"). The cost of the Escrow account shall be borne by UMUC.

10.2 If an Escrow Agreement is executed, CONTRACTOR, as an obligation under this Agreement, shall perform its obligations under the Escrow Agreement.

11. LIMITATION OF LIABILITY

NEITHER UMUC NOR CONTRACTOR SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, AND LOSS OF GOODWILL, WHETHER IN AGREEMENT OR IN TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED FOR IN SECTIONS "6. PROPRIETARY AND CONFIDENTIAL INFORMATION" AND "SUBSECTIONS 9.2 AND 9.3 OF SECTION 9. INDEMNIFICATION" OF THIS AGREEMENT, CONTRACTOR'S LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY USM/MEEC BUYING MEMBERS UNDER THIS AGREEMENT DURING THE TERM OF THIS AGREEMENT OR \$500,000, WHICHEVER IS GREATER.

12. TERMINATION

12.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Agreement, properly and on time, or otherwise violates any provision of the contract, UMUC may terminate the Agreement by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished Deliverables provided by the Contractor shall, at UMUC's option, become the UMUC's property. UMUC 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 UMUC 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.

12.2 Termination for Convenience. The performance of work under this Agreement may be terminated by the UMUC, in accordance with this clause in whole, or from time to time in part, whenever the UMUC shall determine that such termination is in the best interest of UMUC. UMUC will pay all reasonable costs associated with this Agreement that the Contractor has

incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. In the event that UMUC terminates under this provision, UMUC and Contractor agree that Contractor is entitled to retain the balance of the prepaid annual license fee or one year of any prepaid annual license fee, whichever is less, as reasonable costs associated with the termination. 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.

13. Americans with Disabilities Act

Contractor assures UMUC that it 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 including but not limited to the National Rehabilitation Act Section 508 issued thereto.

14. Non-Discrimination in Employment

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.

15. MISCELLANEOUS TERMS

15.1. Publicity/Use of Name and Logo

A. Contractor is authorized to identify UMUC as a party to this Agreement for the purpose of identifying UMUC as a customer to potential customers. However, any other use of UMUC's name promotionally or otherwise in connection with Contractor's business or the subject matter of this Agreement is prohibited without the prior written consent of UMUC.

B. Intentionally Omitted

C. This Agreement does not include a trademark license. Except as allowed by law for limited informational purposes, UMUC grants no rights to use any of its trademarks or service marks, for any purpose, without the prior and explicit written permission of UMUC. Under no circumstances does UMUC grant the right to use its corporate logos or signature except in connection with the products or services that are the subject matter of this Agreement or any related products or services.

D. Any violation of this Section 15.1 will be considered a material breach of this Agreement and grounds for its immediate termination in UMUC's sole discretion.

15.2. Notices

Notices under this Agreement will be written and will be considered effective upon personal delivery (email delivery is not considered personal delivery and any notice delivered via email must be followed up in physical form) 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:

If to UMUC: 3501 University Boulevard East, Suite 4100
Adelphi, Maryland 20783 USA

If to Contractor:

15.3. Delays and Extension of Time

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 Agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of 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 an Agreement with the State or UMUC, 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 Contractor or the subcontractors or suppliers. If Contractor is unable to perform its obligations under this Agreement for ten (10) days, unless another time duration is mutually agreed, due to a Force Majeure, then UMUC may terminate this Agreement. Termination will occur according to Section 12 of this Agreement.

15.4. Suspension of Work:

The Procurement Officer of UMUC unilaterally may order 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 UMUC. Such suspension, delay or interruption may be subject to applicable fees and expenses incurred by the Contractor. Such fees and expenses, if any, will be subject to negotiation between the UMUC and the Contractor.

15.5. No Waiver

The failure of either party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions.

15.6. Dispute Resolution

A. Contractor and UMUC, agree to work in good faith to resolve between them all disputes and claims arising out of or relating to this Agreement, the parties' performance under it, or its breach. Contractor and UMUC will each designate an officer or other management employee with binding authority to meet in good faith and attempt to resolve the dispute. During their discussions, each party will honor the other's reasonable requests for information relating to the dispute or claim. Failure to do so shall not be a breach of this Agreement but shall indicate that the parties are unable to resolve their dispute.

B. If the Parties are unable to resolve the dispute within thirty (30) days after referral to them, the Disputes process outlined below will be followed:

(1) Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this Agreement that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

(2) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Agreement terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

(3) A claim shall be made in writing and submitted to the Procurement Officer for decision in consultation with the Office of the Attorney General within thirty days of when the basis of the claim was known or should have been known, whichever is earlier.

(4) When a claim cannot be resolved by mutual agreement, Contractor shall submit a written request for final decision to the Procurement Officer. The written request shall set forth all the facts surrounding the controversy.

(5) Contractor, at the discretion of the Procurement Officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

(6) The Procurement Officer shall render a written decision on all claims within 180 days of receipt of Contractor's written claim; unless the Procurement Officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the Procurement Officer shall notify Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to Contractor, by certified mail, return receipt requested, or

by any other method that provides evidence of receipt. The Procurement Officer's decision shall be deemed the final action of the University.

(7) The Procurement Officer's decision shall be final and conclusive unless Contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

(8) Pending resolution of a claim, Contractor shall proceed diligently with the performance of the Agreement in accordance with the Procurement Officer's decision.

15.7. Retention of Records

Contractor shall retain and maintain all records and documents relating to this Agreement for three years after final payment by the UMUC and will make them available for inspection and audit by authorized representatives of the UMUC or State of Maryland, including the Procurement Officer or designee, at all reasonable times. Compliance with this provision shall not be deemed a breach of any confidentiality obligations provided for herein.

15.8. 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 Agreement, 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, except that this section does not limit Contractor when it recruits for positions in general advertisements not directed at the Maryland employees.

15.9. Contingent Fee Prohibition

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 Contractor, to solicit or secure this Agreement, 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 Agreement.

15.10. Financial Disclosure

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.

15.11. 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.

15.12. Anti-Bribery

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.

15.13. Ethics

This Agreement is cancelable in the event of a violation of the Maryland Public Ethics Law by Contractor or any UMUC's employee in connection with this Agreement.

15.14. Multi-Year Contracts Contingent Upon Appropriations

A. 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 Agreement succeeding the first fiscal period, this Agreement 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 UMUC's rights or Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both Contractor and UMUC from future performance of the Agreement, but not from their rights and obligations existing at the time of termination.

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

15.15. 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 Agreement are applicable to this Agreement.

15.16. Survival After Expiration or Termination

Notwithstanding the expiration or termination of this Agreement or any renewal period hereof, it is acknowledged and agreed that those rights and obligations which by their nature are

intended to survive such expiration or termination will survive including, without limiting the foregoing, the following sections:

- A. Ownership and Proprietary Rights, Section 5 (and Exhibit ____, if applicable)
- B. Proprietary and Confidential Information, Section 6 (and Exhibit ____, if applicable)
- C. Representations and Warranties, Section 7
- D. Indemnification, Section 9
- E. Limitation of Liability, Section 11

15.17. Maryland Law Prevails

The laws of the State of Maryland shall govern the interpretation and enforcement of this Agreement. Following exhaustion of 17.6 Disputes Resolution procedures, any subsequent legal actions arising under this Agreement will be instituted only in the courts of the State of Maryland. As specifically provided by MARYLAND ANNOTATED CODE, CL, SECTION 21-104, the parties agree that computer software purchases made under this agreement shall not be governed by the Uniform Computer Information Transactions Act (UCITA) as adopted in Maryland under Title 21 of the Commercial Law article of the Maryland Annotated Code, as amended from time to time. This agreement shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

15.18. Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

15.19. Section Headings

The heading appearing at the beginning of the several sections making up this Agreement have been inserted for identification and reference purposes only and will not be used in the construction and interpretation of this Agreement.

15.20. Remedies

All rights conferred under this Agreement or by any other instrument or law will be cumulative and may be exercised singularly or concurrently.

15.21. Subcontracting and Assignment

A. Except as explicitly set forth in this Agreement, Contractor may not subcontract any portion of the Services provided under this Agreement without obtaining the prior written approval of the UMUC, whichever is applicable, nor may Contractor assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of UMUC. Such written

approval will be in the form of a modification to this Agreement.. UMUC shall not be responsible for the fulfillment of Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that UMUC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Agreement, and shall be subject to liability to UMUC for acts and omissions of subcontractors.

B. Contractor agrees that all Services provided by Contractor under this Agreement including any amendment(s) to this Agreement will be performed by employees or consultants or subcontractors of Contractor who have executed work-for-hire agreements with or who have assigned their work to Contractor as appropriate. Contractor shall only engage consultants or subcontractors who have agreed to comply with Sections 6 and 7 of this Agreement as if they were a party hereto. Contractor and UMUC agree that UMUC is a third party beneficiary of such engagement agreements and UMUC has the right, but not the obligation, to enforce such engagement agreements in its own name. Contractor acknowledges and agrees that it is responsible under this Agreement for the acts and omissions of its consultants.

C. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Agreement to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets, or via a merger, with notice to UMUC. Contractor may designate a third party to receive payment without UMUCs prior written consent unless in conflict with Maryland or federal law, but shall provide UMUC with notification thereof.

15.22. No Third Party Beneficiaries

This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third party beneficiary of this Agreement.

15.23. Contract Integration and Modification

This Agreement 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 Agreement may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Agreement.

15.24. Relationship of the Parties

Each party is acting as an independent contractor and not as employee, agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Agreement, neither party will have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

15.25. Business Continuity Plan

Contractor represents and warrants that it currently has certain business continuity plans in place throughout its organization that will be used in case of a disaster or other event that could result in the interruption of Contractor's capability to perform its obligations to UMUC under this Agreement. Contractor agrees that its plans include reasonably prudent back-up business resumption and disaster recovery; that it continually maintains its business continuity plans to ensure that they remain current. Contractor further agrees to inform UMUC immediately in the event it suffers a disaster or business interruption. Contractor acknowledges that UMUC, at its option, may regard Contractor's failure to comply with the requirements in this Section as a material breach of this Agreement, and that, in such event, UMUC may pursue all available legal remedies, including injunctive and other damages.

15.26. Prohibition on Gifts and Gratuities

Contractor warrants that it has not offered or given, and will not offer or give to any employee or representative or family member of an UMUC employee a payment, gratuity, personal service, entertainment, or gift, other than novelty advertising items of a nominal value (i.e., pens, pencils, calendars, writing pads, clipboards, cups). Legitimate business-related activities (i.e., site inspections, business symposiums, business meals and other Contractor functions) are allowed. Any other offerings may be construed as Contractor's attempt to improperly influence decisions at UMUC. Contractor agrees that UMUC may, by written notice to Contractor, terminate this Agreement if UMUC determines that Contractor has violated this provision.

15.27. Insolvency. In addition to and not in conflict with the provisions in Section 14 of this Agreement, either party may terminate this Agreement if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

15.28. Time is of the Essence. For all those sections of this Agreement where a number of days or time frame is required, Contractor acknowledges and agrees that time is of the essence as to the production and delivery of all products and services hereunder.

16. ENTIRE AGREEMENT. The parties agree that this Agreement, including without limitation Change Orders, Software Licenses/Professional Services Scope of Work/Subscription Services Agreements (*if applicable see Exhibit 1*), and other Attachments, and Exhibits thereto, constitutes the complete and exclusive statement of the agreement between them as to the specific subject matter hereof. In the event that Contractor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with Customer's employees or students, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

University of Maryland University College

XXX

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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. 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 _____, 2012, 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 E
ELECTRONIC FUND TRANSFER (EFT) SCHEDULE

EFT SCHEDULE
Payments to Contractors by Electronic Funds Transfer (EFT)

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

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

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is:
<http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp>

APPENDIX F
LIVING WAGE REQUIREMENTS

Appendix F

Living Wage Requirements

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

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.49 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.39 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

**Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts**

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

**Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts**

- B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)
- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
 - All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
 - All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

APPENDIX G
MINORITY BUSINESS ENTERPRISE INFORMATION

**EXHIBIT G TO SOLICITATION
STATE OF MARYLAND
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUB GOALS

An MBE subcontract participation goal of 10 **percent** of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises.

OR

An overall MBE subcontract participation goal of n/a percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- A sub goal of n/a percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women owned businesses.
- A sub goal of n/a percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

◆ A bidder or offeror must include with its bid or offer:

- (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- (2) A completed MBE Participation Schedule (Attachment B) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment A and Attachment B with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) Outreach Efforts Compliance Statement (**Attachment C**)
- (2) Subcontractor Project Participation Statement (**Attachment D**)
- (3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with the technical proposal)
- B. MBE Participation Schedule (must be submitted with the price proposal)
- C. Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D. Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

Attachment A

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

*******EFFECTIVE OCTOBER 1, 2004*******

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted to Solicitation No. _91001_, I Affirm the Following:

1. I acknowledge the Overall certified Minority Business Enterprise (MBE) Participation goal of _10%_ percent and, if specified in the solicitation, sub goals of _____ percent for MBEs classified as African American-owned and ___percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve MBE participation of _____ % and request a waiver of the remainder of the goal.

Within 10 business days of receiving notice that our firm is the apparent low bidder or the apparent awardee (competitive sealed proposal), I will submit a written waiver request that complies with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

2. I have identified the specific commitment of certified MBEs by completing and submitting an MBE Participation Schedule with bid or proposal.
3. I understand that if I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.211.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment C)
 - (b) Subcontractor Project Participation Statement (Attachment D)
 - (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsive and therefore, not eligible for contract award. If the contract has already been awarded, the award is voidable.

4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

**Attachment B
 MBE Participation Schedule
 (for submission with price proposal)
 *****EFFECTIVE OCTOBER 1, 2004*******

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number RFP 91001	Portal Solution for UMUC Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

USE ATTACHMENT B CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ % \$ _____

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ % \$ _____

TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ % \$ _____

Document Prepared By: (please print or type)
 Name: _____ Title: _____

Attachment B, continued

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

Attachment C

**OUTREACH EFFORTS COMPLIANCE
Statement**

In conjunction with the bid or offer submitted in response to Solicitation No. 91001 _____, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with Bidding Instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs.

4. Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

5. Bidder/Offeror did/did not attend the pre-bid conference.
 No pre-bid conference was held.

Bidder/Offeror Name

By: _____

Address

Name, Title

Date

Attachment D

SUBCONTRACTOR PROJECT PARTICIPATION Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in conjunction with
Prime Contractor Name
Solicitation No. _____, it and _____, MDOT Certification No. _____,
Subcontractor Name

intend to enter into a contract by which Subcontractor shall:

(Describe Work) _____

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

Prime Contractor Signature

By: _____
Name, Title

Date

Subcontractor Signature

By: _____
Name, Title

Date