



University of Maryland University College

## UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

### REQUEST FOR PROPOSAL # 91358 FOR

### DOCUMENT MANAGEMENT SYSTEM INCLUDING IMPLEMENTATION, DATA MIGRATION, AND QUALITY ASSURANCE TESTING

ISSUE DATE: OCTOBER 21, 2015

**IMPORTANT NOTE:** 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  
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# DOCUMENT MANAGEMENT SYSTEM

## THE UNIVERSITY OF MARYLAND, UNIVERSITY COLLEGE

RFP #91358

### TABLE OF CONTENTS

<b><u>SECTION #</u></b>	<b><u>DESCRIPTION</u></b>
	SOLICITATION SCHEDULE
Section I	GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS
Section II	REQUIREMENTS AND SCOPE OF ENGAGEMENT INCLUDING APPENDICES
Section III	PROCUREMENT PHASES AND EVALUATION PROCESS
	Article 1: Initial Phase: Initial Technical Proposal and Demonstration
	Article 2: Second Phase: Demonstrations
	Article 3: Third Phase: Second Technical Proposal Requirements
	Article 4: Fourth Phase: Oral Presentation/Discussion Sessions and Second/Final Technical Evaluation
	Article 5: Fifth Phase: Price Proposal/Price Evaluation
	Article 6: Final Evaluation/Ranking and Selection

#### APPENDIX A-1: Initial Technical Proposal Forms

- Acknowledgement of Receipt of Addenda
- Bid/Proposal Affidavit

#### APPENDIX A-2: Second Technical Proposal Forms (to be provided to shortlisted firms)

- Questionnaire
- Acknowledgement of Receipt of Addenda

#### APPENDIX B: Price Proposal Forms (to be provided to final shortlisted firms)

- Price Proposal Form
- Affidavit of Agreement – Maryland Living Wage Requirements

#### APPENDIX C: Contract Forms

- IT Software and Services Agreement
- Contract Affidavit

#### APPENDIX M: Minority Business Enterprise Program and Forms

#### APPENDIX S: SOLICITATION TERMS AND CONDITIONS

**SOLICITATION SCHEDULE - DOCUMENT MANAGEMENT SYSTEM  
RFP 91358**

Issue Date: October 21, 2015

Questions Regarding Initial Phase of the Procurement Due: October 29, 2015

**Initial Technical Proposal:** **November 6, 2015**, by 11:59 pm  
(to be submitted electronically per the instructions in Section I, Paragraph 6; required contents are detailed in Section III, Article 1)

**Anticipated Date of Notification following the initial technical evaluation regarding shortlist:** **November 17, 2015**

**Scheduling of Demonstrations:** To be scheduled with the shortlisted proposers **on December 11 and/or December 14, 2015** at the convenience of the University; Demonstrations will consist of a System Overview and Feature Highlights of their proposed system

Anticipated Date of Notification following the Demonstrations regarding shortlist: by December 15, 2015

Questions regarding Second Technical Proposal due: December 22, 2015

Second Technical Proposal Due from shortlisted firms: January 11, 2016 on or before 11:59 pm  
(Only shortlisted firms based on the demonstrations will be invited to submit a second technical proposal.)

Anticipated Date of Notification following the evaluation of the second technical proposal: January 15, 2016

Discussion Meetings (On-site): To be scheduled by Issuing Office on either January 19, 20, and/or 21 , 2016  
(Only shortlisted firms following evaluation of second technical proposal will be invited to these sessions.)

Anticipated Price Proposal Due Date: February 11, 2016 (Date and time TBD)

Contractor(s) Selection finalized: March 4, 2016

Agreement signed by selected Contractor: by March 14, 2016

Board of Public Works Approval: anticipated to be by April 22, 2016

Contract Commencement: May 1, 2016 (Projected)

END OF SOLICITATION SCHEDULE

**SECTION I:  
GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS**

**REQUEST FOR PROPOSALS  
FOR  
DOCUMENT MANAGEMENT SYSTEM INCLUDING IMPLEMENTATION SERVICES  
SECTION I:  
GENERAL INFORMATION**

**1. Summary:**

**Objective.** UMUC is seeking a vendor, or vendors, to provide a document management systems solution inclusive of providing the software solution, implementation services, data migration services, and quality assurance and testing. Refer to Section II for Requirements and Scope of the Engagement and Section III for the procurement process. Per UMUC's Solicitation Terms and Conditions (Appendix S), UMUC reserves the right to make a single award to one Proposer who can provide all requested products and services, or to multiple Proposers, each providing a certain aspect of the solution. The Document Management System (DMS) solution, implementation, and post-implementation services must be provided by one Proposer, however, UMUC will consider teaming arrangements. UMUC is also allowing interested vendors to propose solely for the a) Quality Assurance and/or b) the Migration/Conversion services. Each Proposer is to indicate in the transmittal letter accompanying the Initial Technical Proposal for which portion(s) of the document management solution it wants to be considered.

1.2 **Background.** University of Maryland University College (UMUC) specializes in high-quality academic programs that are convenient for busy professionals. Our programs are specifically tailored to fit into the demanding lives of those who wish to pursue a respected degree that can advance them personally and grow their careers. UMUC has earned a worldwide reputation for excellence as a comprehensive virtual university and, through a combination of classroom and distance-learning formats, provides educational opportunities to more than 80,000 students. The university is proud to offer highly acclaimed faculty and world-class student services to educate students online, throughout Maryland, across the United States, and in more than 20 countries and territories around the world. UMUC serves its students through undergraduate and graduate programs, noncredit leadership development, and customized programs. For more information regarding UMUC and its programs, visit [www.umuc.edu](http://www.umuc.edu).

- 1.3. Procurement of the Document Management System solution will consist of:
- a. Initial Phase Technical Proposal (25 pages or less) including all appendices, but excluding the transmittal letter, bid/proposal affidavit, and acknowledgement of receipt of addenda form;
  - b. Demonstration of the document management system being offered from shortlisted proposers only;
  - c. Second Phase Technical Proposal Submittal from shortlisted proposers only;
  - d. Oral Presentation/Technical Information and System Administration Discussion Sessions from shortlisted proposers only; and,
  - e. Price Proposal Submittal from final shortlisted proposers.

See Section III for further details regarding the proposal requirements and procurement phases. Upon selection of the provider(s) of Document Management System solution, a UMUC contract (See Appendix C) will be fully executed with the successful firm(s).

- 1.4 The University anticipates the award(s) per the Solicitation Schedule.
- 1.5 Refer to Appendix S for the UMUC Solicitation Terms and Conditions.

**2. Issuing Office:**

- 2.1. The Issuing Office is:

University of Maryland University College  
Office of Strategic Contracting  
3501 University Blvd East  
Administration Building - Suite ADMIN 2344  
Adelphi, MD 20783-8044

Attn: Valerie Rolandelli  
AVP, Strategic Contracting  
Tel : (301) 985-7895  
E-mail: [valerie.rolandelli@umuc.edu](mailto:valerie.rolandelli@umuc.edu)

Amy Kisloski  
Assistant Director  
Procurement Office  
301-985-7707  
[Amy.kisloski@umuc.edu](mailto:Amy.kisloski@umuc.edu)

Or Vera Jones  
Coordinator  
(301) 985-7006  
[vera.jones@umuc.edu](mailto:vera.jones@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 the dates established for each phase of the procurement per the Solicitation Schedule. It is preferable that questions be submitted via e-mail to the people identified in Paragraph 2 above. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer.

**4. Pre-Proposal Conference.**

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

## 5. Addenda Acknowledgment.

Prospective offerors responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. Receipt of the addenda, amendments and/or change issued must be acknowledged in writing by offerors as instructed in the addendum.

## 6. Proposal Closing Date/Due Date and Time

6.1 **Initial Phase Technical Proposal:** The Initial Phase Technical Proposal is to be provided to the Issuing Office in accordance with the Solicitation Schedule. **Initial Technical Proposals are to be submitted electronically attached to an email in PDF format. Hyperlinks to software products sent to UMUC's Issuing Office that indicate that the Initial Phase Technical Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (ie. a Click through Agreement) are required to be accepted by UMUC in order to download the Initial Technical Proposal.** By providing to UMUC the Initial Technical Proposal electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

6.2. LATE PROPOSALS CANNOT BE ACCEPTED. Proposals are to be in accordance with Paragraph 6.1 above to University of Maryland University College's Issuing Office (see paragraph 2 above.) The time on the 'sent' email from the Proposer will be used to determine timeliness.

6.3 Refer to the Solicitation Schedule and Section III of the RFP for information regarding subsequent submittals during the procurement process.

## 7. Minority Business Enterprises.

Minority participation is important to UMUC and the State of Maryland. 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 \_\_5\_\_% of the total overall contract(s) value is established for this solicitation. This subcontracting goal will become part of the contract. ***If an MBE prime is awarded the contract, this MBE subcontracting goal will still apply.*** MBE Attachment M1-A – Certified MBE Utilization and Fair Solicitation Affidavit (attached as part of Appendix A – Technical Proposal Forms as well as in Appendix M to the RFP) ***MUST be completed and included in the Initial Technical Proposal. Per Maryland law, if MBE Attachment M-1A is NOT provided, the Procurement Officer SHALL deem the proposal not susceptible of the award. This is non-curable.***

At the time Price Proposals are received from the shortlisted firms, Attachment M-1B – MBE Participation Schedule forms will be required to be submitted. See Appendix B – Price Proposal Forms and Appendix M – MBE Regulations, Compliance, and Forms for further information.

**8. Contractual Agreement.**

The Contract to be entered into as a result of this RFP (the “Contract” or “Agreement”) shall be by and between the proposer as Vendor/Contractor and UMUC in the form of an University Contract and shall contain the mandatory provisions included herein in Appendix D as well as any additional terms required by UMUC or the State of Maryland. (Note: The Contract in Appendix D may be revised as the procurement progresses. If this is the case, it is UMUC’s intent to issue the revised Contract to the shortlisted Proposers prior to the due date and time for the Second Technical Proposal.) By submitting an Offer (i.e. the firm’s Technical and/or Price Proposal, either individually or collectively, is/are considered an Offer), the Vendor/Contractor warrants that they have reviewed Appendix D and will execute a contract a) in substantially the same form and b) with these mandatory terms and conditions upon request by UMUC. The awarded Contractors should not assume that any term and condition of the Contract is negotiable.

The terms and conditions of the Contract shall apply to all products and services provided. For accounting purposes only, UMUC will also issue a purchase order(s) to the awarded Contractor for products provided and/or services done under the Contract.

**9. 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 term of the contract (“Initial Term”) will be for the scope of work as defined in Section II of the solicitation documents, and is anticipated to start on or around May 1, 2016. Following the Initial Term of the contract, at the sole discretion of UMUC, there will be an option or options for renewal for a period not to exceed a cumulative total of five (5) additional years [“Renewal Term(s)”] for subsequent implementations to other UMUC offices.

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

**10. Acceptance of Terms and Conditions.**

The Initial Technical Proposal, Second Phase Technical Proposal, any supplemental information that may be received from the Proposer during the procurement, and/or Price Proposal is considered by UMUC to be an Offer from the Proposer. By submitting an Offer, in response to this RFP, a Proposer/Offeror shall be deemed to have substantially 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.

**11. Confidentiality of University’s and/or Proposers’ Information** – Refer to Section 11 and 29 of Appendix S. Please note that per Section 11 of this Appendix, a blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld by UMUC.

**12. Post-Award Confidentiality**

Refer to Appendix D for the confidentiality obligations of awardee(s) and UMUC.

END OF SECTION I



SECTION II  
REQUIREMENTS AND SCOPE OF THE ENGAGEMENT  
INCLUDING APPENDICES

## SECTION II REQUIREMENTS AND SCOPE OF THE ENGAGEMENT INCLUDING APPENDICES

### **A. General Information and Purpose of RFP**

Students can take UMUC courses in classrooms at locations in Maryland and the national capital region, in classrooms on U.S. military bases throughout Europe and Asia, at work sites through contractual arrangements with employers, and anywhere in the United States and throughout the world via the Internet. UMUC is headquartered in Adelphi, MD and has major operating division headquarters in Heidelberg, Germany and Yokota Air Force Base, Japan. These European and Asian divisions currently provide higher education to U.S. military personnel stationed in more than 125 U.S. military installations in 28 foreign countries. Please visit [www.umuc.edu](http://www.umuc.edu) for additional information about UMUC.

At UMUC, documents and records need to be readily accessible to geographically separate personnel across functional departments. UMUC is looking for a turn-key document management solution to replace its current system, Singularity 6 by Hyland Software, which is highly-customized. UMUC's DMS primarily serves student records for the Office of the Registrar, Financial Aid, and Office of Student Accounts; it secondarily serves other business and administrative units. UMUC is planning for a phased upgrade with the initial focus replacing current functionality and users, and addressing critical needs. Subsequent phases will focus on further enhancing and expanding the software.

UMUC intends to replace the DMS to achieve the following objectives:

- Transition to a hosted or SaaS (Software as a Service) DMS environment.
- Provide real-time and secure web-based access to student, business, and administrative records.
- Improve transcript processing productivity with intelligent capture and Optical Character Recognition (OCR). Minimize the manual effort required to match and process student records.
- Reduce document scanning and indexing time with robust capture options, such as metadata lookup and capture without printing.
- Improve access to records repository by supporting multiple browsing environments and current-generation technology.
- Support approximately 2,500 document insertions and 3,000 document views per day, in a geographically dispersed environment and be able to scale with UMUC's growth.
- Secure and protect all PII (Personally Identifiable Information), and sensitive data by implementing the appropriate level of security measures throughout the system and environment, and provide security audits. Provide the necessary security elements to reduce the risk of a data breach.

### **B. Requirements**

UMUC will require the high-level requirements listed below. Each DMS user will have assigned roles and permissions, which will determine the level of access and actions when using the DMS.

The selected DMS solution should:

#### **Capture**

Provide the ability to: scan documents and convert content contained in common image file types, including color images; load, categorize and rename common document types as a batch process; scan 2,500 documents per day and convert hard copy documents into common electronic file types; capture images and documents with a virtual print driver.

Capture and store structured files, by processing print streams generated by PeopleSoft 8.9 and 9.0 applications; import and export files into and out of a network folder or sFTP (secure File Transfer Protocol) location; support standard and customizable metatags; each version of a document should be able to be assigned individual access control rights and metadata values; and should be compatible with UMUC's document scanners (Appendix II-A following this section of the solicitation.)

### **Index**

Provide the ability to: index, import and track documents into the system, including documents originated by fax, eFax and email; index images either manually or automatically via OCR or Intelligent Capture Recognition (ICR); create and index documents from EDI data using the ANSI TS130 standard ;allow the configuration of index values to be hidden or restricted based on user roles; and allow index values to be added using lookup functionality.

### **Process**

Create and support an index for document search and retrieval; navigate within a document, while performing a search for additional documents; sort document lists by column headings and configurable search filters, provide the ability to configure workflows.

Allow users to upload emails or attachments from the email client (i.e., Gmail) into the system; provide users with the ability to access the same document with multiple users simultaneously.

### **Access**

Support and provide access to the system from multiple web browsers including: Chrome, Safari, and Internet Explorer; support more than 300 concurrent users, with no noticeable delay in performance and document retrieval; and provide the ability to view or edit 3,000 documents per day.

### **Authentication, Integration and Configuration**

Comply with Secure Socket Layer (SSL) protocol, minimum of TLS 1.0 (Transport Layer Security), for transmitting data across the internet; provide SAML (Security Assertion Markup Language) 2.0 and LDAP (Lightweight Directory Access Protocol) compliant authentication for Single Sign On (SSO); support Federal Information Processing Standards (FIPS 140-2) for IT Encryption.

Provide the capability for a near real-time and batch interface with PeopleSoft 8.9 and 9.0, and possible integration with Salesforce; allow the configuration of user profiles and user groups; as well as the configuration of different types of alerts, notifications and reminders.

### **Audit and Retention**

Provide the ability to: configure UMUC's document retention schedule; flag documents by date, class, or type for archiving and/or disposal with varying retention periods, based on configurable external events, such as 7 years after a degree is earned; audit all changes made to any system configuration data; allow users with the appropriate permissions to view audit logs; track and report common production metrics, such as the number of documents scanned.

**C. Technical Environment** UMUC plans to replace the current DMS with a hosted or Software as a Service (SaaS) solution. The current DMS production environment includes:

- Three front-end web servers (virtual-Windows Server 2003 (32-bit), two servers load balanced for user traffic, and one server dedicated to capture processing.
- Four mass access web servers (virtual - Windows Server 2003 (32-bit), two that allow public internet access to Singularity forms; and two for internal staff processing.
- Two SQL Databases (one physical, one virtual): Windows Server 2003 (32-bit), SQL server 2005 Standard edition, Service Pack 4.
- Scanned images are stored on network drives.

#### **D. Anticipated Implementation Schedule and Phase Description**

The functional areas utilizing the DMS span the realm of Registrar, Financial Aid, Student Accounts, and some academic and administrative units. The initial focus will be on replacing DMS for the current users with existing functionality, while addressing any outstanding critical needs. After replacing the current system UMUC will move to the business and academic offices. The DMS will be implemented in phases to other departments over an anticipated multi-year window. It is expected that after the initial implementation of the system, that UMUC will be left self-sufficient and require minimal professional services from outside consultants as the product is deployed to additional UMUC departments. Therefore, knowledge transfer to UMUC technical and functional staff is of utmost importance. It is essential that the system purchased is non-proprietary, scalable, and has the inherent capacity to support all components mentioned, whether or not said component is initially purchased.

**1. Registrar:** Most students have prior learning credits from other institutions, and UMUC students bring an average of four transcripts upon admission. Many students submit additional transcripts during their time with UMUC. The volume of transcripts received averages 275 per day, with a range of approximately 700 per day during peak time, to a low of 100 per day. The primary focus in this area is to move from a template-based transcript OCR process, to a robust intelligent capture solution of transcript to speed up and improve the transcript capture processes. Additionally, the Registrar's Office hopes to expand the use of ANSI TS130 and PESC XML to generate and index student transcript documents.

**2. Financial Aid:** Worldwide, UMUC has over 50,000 students apply for financial aid each year. Over 40,000 of those are awarded with some type of financial assistance. Each student applying for financial aid files a financial aid application and must submit all applicable documents as required by federal and state regulations before being awarded. The financial aid office is required to maintain all the documentation for various time periods as specified by the appropriate regulations. Financial Aid files are scanned as they are received and historical files are converted on an as needed basis. A critical need is to update PeopleSoft checklists automatically when staff inserts a document in the DMS.

**3. Student Accounts:** UMUC's Office of Student Accounts handles the billing, collection, and application of student and third party tuition and fees worldwide. The ability to update automatically PeopleSoft (checklist/communications) and/or Salesforce for specific documents processed in DMS is needed; a critical need is to index and convert student and third party payment agreements and other support material.

4. **Military Partnerships / Veterans Certification:** UMUC processes over 58,000 enrollment certifications per year for students eligible for the Department of Veterans Affairs educational benefits. Federal regulations require UMUC to maintain various documents/records that support the certification process. These documents need to be imaged and widely accessible.

5. **Institutional Advancement:** UMUC has a large alumni and donor base who actively support the university's mission and goals. Fund-raising records are stored in the DMS.

6. **Functions and Offices:** A few other offices use the DMS for general archival and retrieval of documents: Institutional Research, UMUC Europe and UMUC Asia, Legal Affairs, Library Services, and Corporate Learning Solutions. These offices use basic archival and retrieval functionality or the records by the above department. Therefore, their needs do not differ from what has been previously listed.

7. **Future Functions and Offices:** In future phases, additional offices will need to scan and access information on an as-needed and historical basis. Procurement, Finance, Information Technology, Marketing, and others may be users of the selected DMS.

### **E. Professional Services**

The selected DMS vendor is expected to be on-site at UMUC (Adelphi and Largo, Md.) during the implementation phase, and for a given time period during post-implementation. Remote work may be performed only if approved in advance in writing by UMUC.

The Contractor is expected to provide a Project Manager assigned on-site 100% of his/her time to UMUC for the duration of the initial project. Sufficient Technical Consultant(s) and Developer(s) are also required to be assigned to this project. It is anticipated that all of the contractor's staff will be 100% dedicated resources, that is they will have no other projects assigned to them during the duration of UMUC's project unless approved in advance in writing by UMUC.

**Implementation and Post Implementation Services** (With the exception of Quality Assurance and Migration and Conversion,) these services must be provided by the Primary Proposing Firm who is also providing the DMS. UMUC will consider teaming arrangements between the Primary Proposing Firm and an implementation subcontractor.

The selected DMS vendor should provide Implementation and Post Implementation Services to include the following:

Business Process/Analysis, Implementation Support, Project Management, **Quality Assurance\*\***, Issue Management, Change/Release Management, **Migration and Conversion\*\***, Training, Operations Management, Software Support, and Technical Support.

\*\* Vendors may propose separately for these Professional Services independent of the main DMS project work. A brief description is listed below:

#### **Migration and Conversion Service**

The selected vendor should provide the capability to migrate UMUC's legacy documents; and support the conversion of documents currently stored in the Singularity DMS (Hyland Software).

### **Quality Assurance Service**

The selected vendor should provide the QA tasks, QA documentation to include but not limited to: Test Plan, Test Cases, weekly QA Status Report, and Test Results Summary Report. The selected vendor should also provide official verification and sign-off, to confirm the system is production ready.

### **F. Deliverables**

For each document deliverable, the contractor will submit one hard copy and one electronic copy compatible with the Microsoft Office Suite and Microsoft Project. The contractor will also provide electronic media for all customized software programs and templates developed by the contractor.

Deliverables will include, but are not limited to:

- Project Plan
- Project Schedule
- Communications Plan
- Weekly Project Plan Status Report
- Change Control Plan
- Issue Management Plan
  - Project Issues and Tracking Procedure
- Risk Mitigation Plan
- QA Test Plan
- QA Test Cases
- Weekly QA Testing Status Report
- Data Conversion and Migration Design
- Conversion and Migration Plan
- Deployment Plan
- Deployment Checklist
- Training Plan
- Training and Support Documentation
- Training Delivery: End user and “train-the-trainer”
- Detailed plan/strategy for knowledge transfer from Contractor to UMUC
- A process flow chart with anticipated time frames for key steps (set up, scanning, and indexing, etc.)
- Operations Manual, including:
  - Roles and Security Configuration
  - Configured Objects Identification and Mapping
  - Standard and Custom Fields
  - Workflow, Assignment, Escalation Rules
  - Queues
  - Third-Party Integration
  - Customizations

### **G. UMUC’s Responsibility**

UMUC has established an Advisory Board who will be the decision makers regarding the project. In addition, UMUC has established a project team consisting of a project manager, a technical resource, a business analyst, and appropriate representation of end users for the initial implementation of the system.

## Appendix II-A: UMUC Scanners and Printers

Listed below is the inventory of scanning equipment used by each Business Unit/Department (including overseas). The DMS OCR capability must work effectively with these scanners.

<b>Fujitsu</b>
<b>**Fujitsu 6770A</b>
<b>**Fujitsu 5750C (includes Fi-)</b>
<b>**Fujitsu FI 5650C</b>
<b>Fujitsu 6110</b>
<b>Fujitsu S1500</b>
<b>**Fujitsu 6770</b>
<b>**Fujitsu fi6130z</b>
<b>**Fujitsu Fi 5220C</b>
<b>**Fujitsu Fi 6240</b>
<b>**Fujitsu Fi 6230</b>
<b>Fujitsu S510</b>
<b>Fujitsu S1500S</b>
<b>ScanSnap S1300i</b>
<b>HP</b>
<b>HP CM 4540MFP</b>
<b>HP M4345 MFP</b>
<b>HP LaserJet Pro 400</b>
<b>HP LaserJet Pro 300 Color M375</b>
<b>HP Officejet 6600 Scanner/Printer</b>
<b>HP Color LaserJet CM353</b>
<b>HP LaserJet 700 color MFP M775</b>
<b>HP Color LaserJet CM6040F MFP</b>
<b>HP 8350</b>
<b>HP Color LaserJet CM4730 MFP</b>
<b>HP LaserJet 700 Color MFP M775</b>
<b>HP LaserJet M4555 MFP</b>
<b>HP LaserJet M3035 MFP</b>
<b>HP 5550 DTN</b>
<b>HP M5035</b>

<b>HP 4525DN</b>
<b>HP Color LaserJet CM540MFP</b>
<b>Fuji and/or Xerox</b>
<b>Xerox Workcenter 7556</b>
<b>Fuji Xerox Apeos Port II 4000</b>
<b>Xerox Workcenter 5740</b>
<b>Fuji Xerox Model DC285PFS</b>
<b>Xerox Workcenter 4260</b>
<b>Xerox Copycenter C35</b>
<b>XEROX DOCUMENT CENTER 425 DC</b>
<b>XEROX WORKCENTER 4261</b>
<b>XEROX WORKCENTRE 5230</b>
<b>Fuji Xerox Model # AP40PFS</b>
<b>Epson</b>
<b>EPSON V330 Photo</b>
<b>**Epson DS 50000</b>
<b>Canon</b>
<b>Canon MX 360</b>
<b>Canon MX395</b>
<b>Canon MX455</b>
<b>Canon DR M-160</b>
<b>Konica Minolta</b>
<b>Konic Minolta Bizhub</b>

**\*\*=Production Scanners**



## SECTION III

### PROCUREMENT PHASES AND EVALUATION PROCESS

## SECTION III

### PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS

#### SECTION III

#### ARTICLE 1 – INITIAL PHASE OF THE PROCUREMENT

#### INITIAL TECHNICAL PROPOSAL

**1. Initial Technical Proposal:** Refer to the Solicitation Schedule for due date for the Initial Technical Proposal (Tech Proposal-1). **The Initial Technical Proposal, including any clarifications, amendments, modifications, etc. to the Initial Technical Proposal will be considered by UMUC as an Offer from the Proposing Firm.**

The Initial Technical Proposal should be prepared in a clear and concise manner. The contents of this Initial Technical Proposal must address the following items 2.1 through 2.5, and additionally, must include the appropriate completed forms as indicated in items 2.6 through 2.8. Failure to include any of the items listed may result in the Initial Technical Proposal being found non-responsive and/or will affect the evaluation of your firm's Initial Technical Proposal response.

The Initial Technical Proposal submitted in response to this Solicitation must demonstrate that the Proposer has sufficient expertise and experience to meet UMUC's requirements as well as an understanding of the project scope and objectives. It is the Contractor's responsibility to tailor its response to demonstrate its expertise and qualifications to meet the document management system products and services objectives and perform the scope of work specifically for UMUC rather than providing a 'cookie cutter/template' response.

*For ease of use by UMUC, Proposers are asked to paginate the Initial Technical Proposal. A Transmittal/Cover Letter that is 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 Initial Technical Proposal as defined below. The letter must be signed by an appropriate person of the Proposing Firm (See Paragraph 3. below.)*

**2. In no more than twenty (25) pages including all appendices but not including the Transmittal Letter, Financial Attestation, Bid/Proposal Affidavit, Receipt of Addenda Form, MBE Attachment M-1A, and screen shots of the proposed DMS,** the Proposing Vendor/Contractor is to provide the following:

**2.1** Provide a list of the proposed firms/companies including all firms/companies' addresses and all firm's/company's proposed role and responsibility on the UMUC Contract if Proposer was selected for the award of the Contract. Provide an **organizational chart of the proposed firm(s)** showing the structure of the Proposer's team specifically proposed for UMUC's engagement. This chart should show the management structure of the firms with the location of upper level management and regional management support staff, as well as, those actually anticipated to be assigned and dedicated to manage and/or staff this engagement.

**2.2 Product and Service Description:** Describe how the proposed Document Management Product and Services meets UMUC's requirements outlined in Section II Requirements/Scope of the Engagement. Indicate whether these requirements are met using the product's base (Out-of-the-Box) functionality *or* enhanced (using add-on modules) functionality. Screen shots may be provided to visually explain some of the system's features and capabilities. The DMS must be capable of integrating with UMUC's Single Sign On platform via the Security Assertion markup

Language (SAML 2.0) protocol, with the product acting as a SAML service provider. In addition, proposers are to:

2.2.1 Verify that they can demonstrate compliance with European Union (EU) Data Protection and other international data privacy laws in all of the international UMUC locations.

2.2.2 Verify that they can demonstrate that the system will be accessible to users who are visually impaired, deaf, hard of hearing and/or have other physical limitations that would impair their use of the system.

2.2.3 Verify that, upon UMUC request, Proposer can provide a SOC 2, Type 2 report or equivalent.

### **2.3 Evidence of provision of similar and relevant experience providing the Document Management System and Scope of Services per Section II of this solicitation.**

**2.3.1 The Proposing Contractor is to provide evidence of two (2) relevant clients where the proposed Document Management System and Services similar to those requested by UMUC are being (or have been) provided. The implementations of the proposed product are to be complete and fully implemented (not just as pilot programs, but product is actually fully implemented and in use following any pilot programs, evaluation, or test environments that were conducted by the client.) Higher consideration will be given if the DMS has been implemented in a higher education setting.** Use client and short case studies to illustrate performance examples of those that the Proposer deems are the best examples of prior or current clients. These contracts should be relevant in size, scope and complexity to the University of Maryland University College's requirements. Sufficient description of the document management system products and services provided is to be included so that UMUC may evaluate the similarity and complexity as compared to UMUC's needs. Client name, address, contact person, email address, and telephone number including area code and extension of contact person are to be provided for the contracts provided.

UMUC may contact any of the clients provided to verify the information and to obtain a reference on the performance of the vendor and the product(s) and/or services.

- \* **Note:** If the proposed organization includes more than one firm/company, then the information requested in Section 2.3 above is to be provided for all firms/companies that comprise the Proposer's team. The experience provided for each firm should be specific to Document Management System solutions and to the firm's role being proposed for UMUC's engagement. For example, if a firm is providing implementation services for the specific DMS being proposed, then the relevant clients should be clients for whom the implementation firm provided implementation services for the proposed solution.

**2.3.2** Provide a brief description of document management system products and related services provided or being provided to UMUC and other University System of Maryland (USM) institutions or Maryland State Agencies. Past performance with UMUC and/or other USM institutions or Maryland State Agencies may be factored into the initial technical evaluation. (UMUC reserves the right to check any available reference sources, including past performance with UMUC, even if not provided as a reference by the Proposing Contractor.)

2.4 Provide a **description of your firm's relevant qualifications\*** to perform the requested services. Also, please include the following information:

- Description of your firm's capabilities, capacity, and resources specific to providing Document Management Systems, implementations, data migration, and quality assurance testing;
- Firm overview, corporate background, mission statement, and/or philosophy;
- Primary business focus or specialty;
- Headquarters location;
- Location of office that will provide the services to UMUC and number of employees;
- Number of years your company has been in business;
- Number of years in providing document management systems and related services;
- List of top ten (10) clients by annual contract (dollar amount);
- List of top ten (10) clients by annual cumulative document volume;
- List of higher education clients which are being served by the Proposer;
- Any other notable facts that may demonstrate your firm's unique qualifications and aid in the selection process.
- **Annual Sales Volume for the entire company and the branch office that will service the University** on a per year basis for the last three (3) years [2012, 2013, and 2014] for:
  - All Products and Services; and,
  - Document Management Systems and related services
- **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 may include: a) letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement; or e) any other documentation that firm feels adequately attests to its financial resource viability. It is acceptable that such documentation be provided solely in the original copy of the Technical Proposal.

***NOTE:** To ensure that the Contractor has sufficient financial resources to support the contract, prior to the award of the contract(s), UMUC may, at its sole discretion, request that the shortlisted Proposers and/or the selected Contractor shall submit complete audited financial statements for the most recent fiscal years showing the true condition of the Proposer's assets, liabilities and net worth. If requested, the financial statements must include a balance sheet and income statement. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof.*

2.5 **Provide a resume** including education and employment history, as well as DMS client experience in the role to be assigned to UMUC for the following key people:

a. **Account/Client Relationship Representative.** This is the person who is UMUC's point of contact for managing the relationship between the Vendor and UMUC from contract award through contract expiration or termination. It is expected that this person be available for onsite meetings, especially during the initial months of the engagement, and,

thereafter for periodic face-to-face and/or teleconference meetings for relationship check-ups.

b. **Executive Manager:** This is the person who the Account/Client Relationship Representative reports to and is the executive responsible for ensuring that sufficient resources are provided to UMUC during the Term or Terms of the Contract. As well, this person would be the first point of escalation to resolve issues between UMUC and the firm. Response will include name, e-mail address, mailing address, telephone, and all applicable fax, pager, and mobile phone numbers.

**Note:** By submitting the Account/Client Relationship Representative and Executive Manager for consideration, the Proposer is committing these people to UMUC for the duration of the contract, if awarded. No personnel changes will be permitted without written authorization from the University via a contract amendment. The University, at its sole discretion, reserves the right to request personnel changes if deemed in the best interest of the contract.

**2.6 Bid/Proposal Affidavit – Form:** 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 A-1.

**2.7. Acknowledgement of Receipt Of Addenda Form:** If any addenda to the solicitation documents are issued prior to the due date and time for Proposal-1, this form (found in Appendix A-1) is to be completed, signed, and included in the Proposing Contractor's Tech Proposal-1.

**2.8 MBE Form M-1A - This form MUST be included or the Proposal will be deemed not susceptible of the award. By Maryland law, this is non-curable.**

**3. Signing of Initial Technical Proposal:** The Initial Technical Proposal, 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.

#### **4. Evaluation of the Initial Technical Proposal:**

**4.1** The intent of this Solicitation is to provide Document Management System Solutions Providers an opportunity to present their qualifications and experience 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.

**4.2** An Evaluation and Selection Committee (“the Committee”) will be established by the University. The evaluation process will be facilitated by the UMUC Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate UMUC staff on the proposed services. As well, the Committee may request additional assistance from any source at any time during the procurement.

### **4.3 Qualifying Proposals**

The Procurement Officer shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor’s proposal. The University reserves the right to waive a mandatory 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. 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.

### **4.4 Initial 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 initial technical proposals in accordance with the Evaluation Criteria. The process involves applying the evaluation criteria contained in the RFP and determining those proposals that are susceptible of the award. The Committee may shortlist based on the evaluation process. The decision for continuation in the procurement process (or further shortlists) will be made by the strengths, weaknesses, advantages, and deficiencies of the initial technical proposal.

The criteria that will be used by the committee for the initial technical evaluation of the proposals for this specific procurement are listed above in Section III, Article 1, Paragraphs 2.1 through 2.5. Each committee member will evaluate the proposals on each major criterion. The order of importance of the technical criteria in the initial technical evaluation is as follows:

- 1) Document Management System Solutions/Services
- 2) Evidence/Experience of Providing Similar Products and Services
- 3) Company Profile
- 4) Staffing Resumes

**4.5** Initial Technical Proposals evaluated by UMUC to be viable and of further interest (i.e., “shortlisted”) will progress to the next phase of the procurement (See RFP Section III, Article 2, Demonstrations of Document Management Systems. )

**4.6** All Proposers who submit an Initial Technical Proposal to UMUC will be notified as to whether or not they are shortlisted.

END OF SECTION III, ARTICLE 1

## SECTION III

### PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS ARTICLE 2 – SECOND PHASE OF THE PROCUREMENT DEMONSTRATIONS OF PROPOSED DOCUMENT MANAGEMENT SYSTEMS

1. All shortlisted firms following the Initial Technical Evaluation will then be required to provide a Demonstration of the proposed Document Management System.
2. **Demonstration Session:** UMUC will schedule the Demonstration Sessions with the shortlisted firms. See the Solicitation Schedule for the anticipated dates for such scheduling. Demonstrations will be scheduled at UMUC's sole convenience. The actual date and time will be verified with the applicable Proposers at the time the Demonstration is requested. Proposers are advised to set these dates aside so as to avoid any conflict.

The Demonstrations are to consist of a System Overview and Feature Highlights of the offered product and/or system. UMUC staff representing Information Technology, Registrar's Office, Academic functional users, and/or Administration functional staff will be invited to attend the Demonstration Sessions in person, although a webinar may also be utilized to allow remote participation by some UMUC attendees. The Demonstrations may be recorded by UMUC and may be posted in a secure electronic space for access by UMUC participants in this procurement. It is anticipated that each Proposer will have a total time of ninety (90) minutes for the Demonstration Session. Of this time, sixty (60) minutes are reserved for the Demonstration and a minimum of thirty (30) minutes are reserved for Questions and Answers. The format of the Demonstrations will be provided with the written request to conduct the Demonstration.

The Proposer may spend a few minutes (no more than five minutes is recommended) to present a brief history of the company including similar experience and similar implementations of the proposed product. However, the University is not interested in a marketing presentation (i.e. sales), rather, it will be a casual and informal format with the focus to be on the demonstration of the proposed product(s) from the (IT and functional) perspective.

3. Following the Demonstration Sessions, feedback will also be obtained by the Evaluation and Selection Committee from the UMUC participants in attendance at the Demonstration Sessions (or who reviewed the demonstration remotely or in the secure electronic space) as to the viability and interest of the proposed document management product. This feedback will be factored into the evaluation.
4. Proposed document management products and/or systems evaluated by UMUC to be viable and of further interest (i.e., "shortlisted") will progress to the next phase of the procurement (See RFP Section III, Article 3, Second Phase Technical Proposal Requirements.)
5. All Proposers who demonstrate their product(s) to UMUC will be notified as to whether or not they remain shortlisted.

## SECTION III

### PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS SECTION III

#### ARTICLE 3- THIRD PHASE OF THE PROCUREMENT SECOND TECHNICAL PROPOSAL REQUIREMENTS

1. All shortlisted firms following the Demonstration Sessions will then be invited, at no cost to the University, to submit a more detailed Second Technical Proposal (Tech Proposal-2).

**2. Second Technical Proposal Requirements.** All shortlisted firms following the Demonstration Sessions will be required to submit a Tech Proposal-2 to UMUC in accordance with the Solicitation Schedule. Tech Proposal-2 will be considered by UMUC as an Offer from the Proposing Firm. The purpose of this Tech Proposal-2 is to modify, enhance and supplement the firm's Initial Technical Proposal to further convey the Proposer's expertise and qualifications to provide the required services.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the technical proposal. The purpose of this response is to display full comprehension of the products and services to be provided and **how** such services will be provided to the University. Marketing material may be provided, but is to be included as an appendix rather than within the body of the proposal. Offerors must paginate the Second Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria. The Tech Proposal-2 is to address in more detail and specificity the following topics:

**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 2.7 below. Proposers are requested to compile their proposals in the same order as listed below.

**2.2 Document Management System Solution/Product and Approach to Providing the Scope of Services:**

**2.2.1 Document Management System Product/Solution: Provide a narrative description as well as answer the specific questions in the Questionnaire (inclusive of UMUC's third party security assessment questionnaire)** regarding the document management system solution/product that is being proposed to meet the University's needs. (The Questionnaire will be issued by addendum to those proposers who are shortlisted following the demonstration phase of the procurement.) Proposers are to **describe the proposed product's functionalities and technical requirements** (hardware and infrastructure) and **how** the product meets the University's specifications and requirements. Note: A SOC 2, Type 2 or equivalent may be requested as part of the Tech Proposal-2 response.)

Note: As well, the University reserves the right to conduct site visits to current clients using the proposed product. Refer to Section III, Article 4 regarding site visits.

**2.2.1.1 Pricing Model: Without providing an exact quote,** Proposers are to provide a narrative of the various pricing options available for the proposed product (such as "per user", "per student", "site license", etc.) and associated services (implementation fees, maintenance and support, training, professional services, data migration, quality assurance testing, etc.)



**2.2.1.2 A sample license/subscription agreement should be provided as an appendix to the Tech Proposal-2.** (Refer to Appendix C and Solicitation Section I, Paragraphs 8 and 10 for UMUC's Mandatory Terms and Conditions which must be included in substantially the same form in the selected vendor's DMS agreement/license.)

**2.2.2 Approach to Providing the Scope of Services and Staffing of the Engagement: The Proposing Firm is to explain its methodology in implementing and supporting the product for the client including how it staffs both the implementation and the ongoing technical support of the product.** A description of the implementation methodology proposed should be included. This description may take the form of text and/or graphics, but must describe the methodology approach or philosophy, identify the major components of the methodology, and describe the process by which client and firm agree that methodology milestones have been achieved. 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.

**2.2.2.1 Key Personnel:** The Proposer shall provide complete resumes\* for the following Key Personnel that are proposed to be assigned to UMUC:

- Project Manager
- Lead Technical Engineer
- Lead Functional Engineer
- Business Analyst
- Lead QA Manager
- Lead Data Migration Engineer
- Organizational Change Management Lead (inclusive of knowledge transfer and end user training)

\* **Note 1:** The resume is to include educational and employment background; informative description of similar DMS experience in the same or closely related role that will be provided to UMUC, and a minimum of three (3) client references\*\* (contact name, company name, email address, and phone number including extension number) where the person has been assigned in the same capacity. As the procurement progresses, UMUC intends, but is not required to, provide definitions for these key roles.

\*\***Note 2:** See note in 2.3 below regarding references.

\*\*\***Note 3:** By providing these proposed Key Personnel for UMUC's consideration and evaluation, Contractor is committing that if it is awarded the contract that these people will be assigned to UMUC. **The successful contractor cannot replace any key personnel role without prior authorization in writing from UMUC.** Refer to Contract in Appendix C for further information regarding Key Personnel changes.

\*\*\*\***Note 4 :** These Key Personnel are in addition to the Executive Manager and the Client Relationship/Account Representative provided in the Tech Proposal-1, however, the proposed staff may provide dual roles (for example, the Project Manager may be the same person who is providing the Client Relationship/Account Manager role.)

**2.2.3 Assumptions:** Provide the assumptions that have been made regarding the project inclusive, but not limited to, UMUC resources required.

**2.2.4 Schedule and level of effort** for the proposed Contractor's staff – Provide a high level schedule including the high level tasks and milestones recommended for the implementation of the Document Management System.

### **2.3 Firm Experience/References:**

**For all of the client contracts/engagement provided in the Initial Technical Proposal that were deemed by the Proposer to be the most relevant to the UMUC requirements, UMUC is requesting additional information to be provided. Higher consideration will be given in the evaluation for DMS engagements that are most similar/relevant to UMUC's in size, scope and complexity.**

The following additional information for each of the contracts is to be provided:

- a. Client name, address, email address, contact person and telephone number including area code and extension of contact person;
- b. An informative description of the document management system products and services provided to the client;
- c. Volume and types of documents (monthly and annually);
- d. Number of Client users accessing the document management system;
- e. Implementation schedule for client engagement;
- f. Contractor personnel assigned to the engagement, including employment titles, and engagement roles;
- g. Quality assurance methodology;
- h. The Service Level Agreements (SLA's) required for the DMS;
- e. The contract structure and annual dollar volume for the contract; (If this information is deemed confidential, Proposer is to provide a range of dollar value such as "between \$1M and \$1.5M"; "greater than \$1M, but less than \$5M", etc.)
- f. The term of the contract (start date and completion date); if ongoing, please provide start date and state that contract is 'ongoing'; and
- g. Similarities to the UMUC contract as described in this RFP.

**\*\*References:** The University intends to check references of the above contracts and those of the Key Personnel **only** of the final shortlisted Proposers. The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available, including past performance with UMUC, 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. Such references are to be from different contracts; that is, only one reference per contract is allowed

- 2.4 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 document management system/products and services to UMUC. Special firm and/or individual expertise is to be included.
- 2.5 Acknowledgement of Review of UMUC Sample Master Contract:** Per Section I, Paragraph 8, the Proposer is to warrant that they have reviewed Appendix D and will execute such a contract upon request by UMUC, as may be negotiated. Any exceptions to the UMUC Sample Contract are to be provided in the Technical Proposal 2. Proposer is to also acknowledge that UMUC is under no obligation to accept such requested exceptions and, as a result of such exceptions, may elect to find the Proposer not susceptible of the award(s) of the Contract(s). (Note: As the procurement progresses, the Sample Contract may be revised. If this occurs, it is the intent of UMUC to issue the final version of the Sample Contract via Addendum to all shortlisted Proposers.)
- 2.6 Acknowledgement of Receipt of Addendum (if any):**  
If any addenda to the RFP documents are issued prior to the due date and time for Technical Proposals-2, this form (found in Appendix A-2) is to be completed, signed, and included in the Proposer's Technical Proposal-2.
- 2.7 Technical Proposal-2's are to include a a) transmittal letter, and, b) must be signed by an appropriate official of the firm.** Refer to Section III, Article 1, for information regarding these items.

### **3. Evaluation of the Second Technical Proposals**

- 3.1** Following the receipt of the Second Technical Proposals, UMUC will conduct an evaluation of the Second Technical Proposals, and may, at its sole discretion, further shortlist. All Tech Proposals-2 received from the shortlisted Proposers will be reviewed and evaluated by the UMUC Evaluation and Selection Committee ("the Committee"). (Refer to RFP, Section III, Article 1, Paragraph 4.2.) If no Tech Proposal-2 is received by UMUC, the Proposer will not be considered further for the award.
- 3.2** As with the initial phase of the procurement and the demonstrations, the intent of this second phase, is to provide shortlisted Document Management System Providers an opportunity to further present their qualifications and experience 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.

### **3.3. Qualifying Proposals-2**

The Proposer must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Technical Proposals-2 cannot be modified, supplemented, cured, or changed in any way after the due date and time for Technical Proposals-2, unless specifically requested by the University.

### **3.4 Second Technical Proposal Evaluation**

3.4.1 Following the review/evaluation of the Tech Proposals-2, the Committee shall conduct its evaluation of the technical merit of the proposals based on the Initial Technical Proposal, the Demonstrations, and the Tech Proposal-2 in accordance with the evaluation criteria. In this evaluation all categories will be re-evaluated.

The order of importance of the technical evaluation criteria will be:

1. Document Management System Solutions/Services inclusive of DMS, Quality Assurance and Conversion Solutions/Services
2. Approach to Providing the Scope of Services and Staffing of the Engagement
3. Evidence/Experience of Providing Similar Products and Services
4. Company(ies) Profile(s)

3.4.2 Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. As the procurement progresses and as results of the technical evaluation are determined by UMUC, all proposers will be notified as to the results of the technical evaluation of his/her firm's technical proposal.

3.4.3 Once a further shortlist of proposals is established, the University will proceed to the Oral Presentation/Discussion Sessions.

END OF SECTION III, ARTICLE 3

**PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS**  
**SECTION III**  
**ARTICLE 4- FOURTH PHASE OF THE PROCUREMENT**  
**ORAL PRESENTATIONS**  
**TECHNICAL INFORMATION AND SYSTEM ADMINISTRATION DISCUSSIONS**  
**FINAL TECHNICAL EVALUATION**

**1. Oral Presentation/Technical Information and System Administration Discussion Sessions**  
("Discussion Sessions")

The University intends to invite, without cost to itself, only those short listed firms following the evaluation of the Technical Proposals-2 to make a presentation of their proposal and to demonstrate their capabilities and expertise in the specific products and services offered by the Proposer as a further consideration in the selection process. **Only** those Proposers who are shortlisted following the evaluation of the Technical Proposal-2 shall be offered the opportunity to participate in these Discussion Sessions.

The date and time of the Discussion Sessions will be set by the University upon completion of the initial technical evaluation; however, these sessions are anticipated to be held per the Solicitation Schedule. Proposers are advised to set these dates aside in their entirety on the Executive Manager's, Relationship Manager/Account Representative's, Project Manager's, Lead Technical Engineer's, Lead Functional Engineer's, Lead QA Manager, Lead Data Migration Engineer's, and Business Analyst's calendars accordingly to avoid any conflicts. The actual time on one of these dates will be scheduled with the applicable Proposers at the convenience of UMUC at its sole discretion. **Due to scheduling logistics, Proposers will not be able to select a date or time for these sessions.**

The purposes of the Discussion Sessions are as follows:

- (i) to allow the University to meet the Proposer's key people and to allow these key people to convey their expertise and applicable DMS experience; these Key People should actively participate in the Discussion Session so that their DMS expertise in the role they will provide to achieve UMUC's scope and objectives is demonstrated;
- (ii) to discuss/clarify any and all aspects of the Proposal in particular the proposed DMS solution, methodologies to achieve the scope of services, the project team organization, and the anticipated schedule and level of effort;
- (iii) to provide an opportunity for UMUC's technical engineers to explore the various technical systems and accesses required to address integrations with campus systems,
- (iv) to provide an opportunity for UMUC's functional users to explore the various features and capabilities of the proposed DMS, and,
- (v) to provide an opportunity to clarify the scope of services for this contract.

At this time, each Proposer will be required to have present in person the proposed Executive Manager, Client Relationship Manager/Account Representative, Project Manager, Lead Technical Engineer, Lead Functional Engineer, Lead QA Manager, Lead Data Migration Engineer, and Business Analyst, (at a minimum) who will be responsible for the provision of services as

indicated in the Proposer's technical proposal. Other people who may be responsible for the provision of services as indicated in the Proposer's technical proposal are welcome to attend.

Separate Discussion Sessions on the same date may be scheduled to facilitate the various purposes and groups. For example, the technical staff from each party may meet separately from the functional staff.

The Discussion Session forums will be informal as the University is **not** interested in solely a marketing presentation; rather, the University is requesting a discussion session with each of the shortlisted firms that allows ample time for the University and the Proposing Firm to ask questions and discuss issues/concerns related to the scope of the engagement and the firm's capabilities/qualifications.

## **2. Final Technical Evaluation**

2.1 Following the Discussion Sessions, the Committee shall again conduct its evaluation of the technical merit of the proposals based on the Initial Technical Proposal, the Demonstrations, the Tech Proposal-2, and the Discussion Sessions in accordance with the evaluation criteria. In the Final Technical Evaluation all categories will again be re-evaluated.

The order of importance of the technical evaluation criteria will be:

1. Document Management System Solutions/Services
2. Approach to Providing the Scope of Services and Staffing of the Engagement
3. Evidence/Experience of Providing Similar Products and Services
4. Company(ies) Profile(s)

2.2 UMUC intends, but is not required to do so, incorporate references of the Firm and/or the proposed Key People during the Final Technical Evaluation; however, UMUC reserves the right to further shortlist or to progress to the Price Proposal Phase prior to checking and/or incorporating such references if deemed in its best interest. (Checking of references, if any, of the Firms and/or its proposed Key Personnel is solely at UMUC's option.)

UMUC may also conduct site visits to relevant client reference sites and/or to the Proposer's applicable company/business sites that will service UMUC.

2.3 Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. As the procurement progresses and as results of the technical evaluation are determined by UMUC, all proposers will be notified as to whether or not his/her firm's technical proposal remains shortlisted.

2.4 Once a final shortlist of proposals is established, the University will rank the technical proposals from highest to lowest.

END OF SECTION III, ARTICLE 4

**SECTION III  
PROCUREMENT PHASES AND EVALUATION PROCESS**

**ARTICLE 5 – FIFTH PHASE OF THE PROCUREMENT  
PRICE PROPOSALS/PRICE EVALUATION**

**1. Price Proposal**

**Price Proposals** will be requested only from those Proposers whose technical proposals are shortlisted following the completion of the final technical evaluation.\* An addendum will be issued at the time in which Price Proposals are requested to confirm the due date and time as well as to provide instructions on the content and delivery instructions of the Price Proposals. The due date and time for price proposals is anticipated to be per the Solicitation Schedule.

It is the intent of the University that the Price Proposal will consist of quoting a fixed fee for:

- 1) License fees for the product;
- 2) Implementation fees and other professional services;
- 3) Maintenance and Support of the product; and,
- 4) Fully loaded Hourly rates for the assigned personnel (in the event change orders and/or additional services are requested)

It is expected that as the procurement advances, the particulars of the required price proposal format will evolve. The Price Proposal form will be provided by addendum to only those Proposers whose technical proposals are shortlisted upon completion of the technical evaluation.

Hourly rates will be requested of the assigned personnel and other professional services positions. These quoted hourly rates must be good for the entire Term of the initial engagement.

For the period any Renewal Term(s), if any are exercised by UMUC, Contractor may request a price increase, if any, by February 1<sup>st</sup> of each calendar year. Any price increase request not received by that date may not be considered by UMUC and pricing in the subsequent fiscal year will remain the same as the then current applicable prices. The University will consider adjustments on labor rates only based upon federal minimum wage increases, Maryland's Living Wage increases, and increases in the Consumer Price Index (CPI) for "All Urban Consumers", as published by the US Department of Labor Statistics. For purposes of calculating the potential increase, the CPI to be used will be the index for twelve-month period ending at the previous calendar year. For example, if the Initial Term ends June 30, 2017, the price index for twelve-month period ending December 2016 will be used. Price increases will be capped at CPI or 5% whichever is less for any given one year period. Statistics will be referenced for negotiation purposes as Contractor is not to assume that any price increase will be applied to any Renewal Term(s). As well, increases are not cumulative for prior years; if a Contractor fails to request a price increase in one year and then requests an increase for the subsequent year, the Contractor cannot include a cumulative amount which includes the prior annual term. Any increase approved by UMUC will take effect on July 1st of each Renewal Term(s) and be effective for a minimum of twelve (12) months.

Upon approval by the University, any such modified hourly rate will constitute the labor cost figure for the contract renewal period.

**2.2 Reimbursables:** There are no reimbursables associated with this contract. All expenses, including domestic travel, are to be included in the firm's price for the implementation as well as in the hourly rates of the assigned personnel.

**\*Note:** UMUC reserves the right to request Price Proposals prior to the completion of the Technical Evaluation. If UMUC elects to do so, concurrent and separate from the Second Technical Evaluation, an evaluation of the Contractor's Price Proposal will be conducted by a Price Evaluation Committee, separate from the Technical Evaluation Committee, established by the Procurement Officer.

**2.3** Discussions may be held, at the discretion of UMUC, with each of the applicable Contractors and the Price Evaluation Committee if deemed in UMUC's best interest.

**2. Price Proposal Evaluation:**

Price Proposals are anticipated to be evaluated based on the total cost for the initial engagement for the services. Price Proposal will include, but not be limited to, quoted licensing fees for all DMS solutions/products, including maintenance and support; hosting fees; and all required professional services. The University may elect to request Best & Final Price Proposal(s).

The University will establish a financial ranking of the proposals from lowest to highest total offers.

END OF SECTION III, ARTICLE 5



**SECTION III  
PROCUREMENT PHASES AND EVALUATION PROCESS**

**ARTICLE 6  
FINAL EVALUATION/RANKING AND SELECTION**

1. **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.

2. **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.

3. **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 to the responsible Offeror whose proposal is 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.

Award may be made to the proposal 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 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 III, ARTICLE 6

END OF SECTION III

APPENDICES  
FORMS AND ATTACHMENTS

**APPENDIX A**  
**INITIAL TECHNICAL PROPOSAL FORMS**

- 1. Transmittal Letter**
- 2. Bid/Proposal Affidavit**
- 3. Acknowledgement of Receipt of Addenda Form**
- 4. MBE Attachment M1-A – This form MUST be provided or the Proposal will be deemed not susceptible of the award; this is non-curable.**

**TRANSMITTAL LETTER - TECHNICAL PROPOSAL**  
RFP 91358 – Document Management System

PROPOSER: \_\_\_\_\_  
Federal Identification Number/Social Security Number: \_\_\_\_\_  
Address: \_\_\_\_\_

DATE \_\_\_\_\_

The undersigned hereby submits the Initial Technical Proposal as set forth in RFP #91358 dated October 21, 2015.

We are proposing for the following scope:

- \_\_\_\_\_ Document Management System Solution/Implementation/Post Implementation Professional Services
- \_\_\_\_\_ Quality Assurance Testing Services
- \_\_\_\_\_ Data Migration Services

We confirm that this Technical Proposal is based on the Requirements per the RFP and any subsequent addenda.

In accordance with Section III, Proposal Requirements, Article 1, we are enclosing the following in our Technical Proposal:

1. Organizational Chart/Team Organization of the Proposer
2. Product and Service Description
3. Evidence of a minimum of two (2) similar/relevant DMS engagements
4. Description of Proposer's relevant qualifications
5. Resumes of Account/Client Relationship Representative and Executive Manager
6. Bid/Proposal Affidavit (completed)
7. Acknowledgement of Receipt of Addenda form
8. MBE Form M-1A - **This form MUST be included or the Proposal will be deemed not susceptible of the award. By Maryland law, this is non-curable.**

**Authorized Signature to bind firm to Offer:**

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contact name and information for Proposal**

**contents:**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
email: \_\_\_\_\_  
Direct dial phone number \_\_\_\_\_  
Extension number (if applicable) \_\_\_\_\_

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

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

**B. NOT USED**

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

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

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

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

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)–(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;
- (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person’s involvement in any activity that formed the grounds of the debarment or suspension):

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

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

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**G. SUB-CONTRACT AFFIRMATION**

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

**H. AFFIRMATION REGARDING COLLUSION**

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT: I am aware of and that the above business will comply with, 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.

**K. DRUG AND ALCOHOL-FREE WORKPLACE**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs and alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace,

(ii) The business' policy of maintaining a drug and alcohol-free workplace,

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by K(2)(b), above;

(h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement, and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination, or

(ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation program; and,

(k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

#### **L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

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

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

(If not applicable, so state.)

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

#### **M. CONTINGENT FEES**

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

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

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

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



(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

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

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(5) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

**O. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

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

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**P. ACKNOWLEDGMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and, (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

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

FEIN No: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** 91358

**INITIAL TECHNICAL PROPOSAL DUE DATE:** November 6, 2015 on or before  
11:59 pm EDT.

**RFP FOR:** DOCUMENT MANAGEMENT SYSTEM 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 Initial Technical Proposal.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**END OF FORM**

**MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT FORM M1-A**

**This MBE Utilization and Fair Solicitation Affidavit must be included with the Technical Proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit with the Technical Proposal as required, the Procurement Officer shall determine that the proposal is not reasonably susceptible of being selected for award.**

In connection with the bid/proposal submitted in response to Solicitation No. 91250, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of **5 percent (5%)** and, if specified in the solicitation, the following subgoals:

Total African American MBE Participation:	_____	%
Total Asian American MBE Participation:	_____	%
Total Hispanic American MBE Participation:	_____	%

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

**OR**

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 Working days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit the completed Good Faith Efforts Documentation to Support Waiver Request (Attachment M-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

1A. I understand that if my firm is shortlisted and requested to submit a Price Proposal, then I am required to submit the MBE Schedule with the Price Proposal.

**2. Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Outreach Efforts Compliance Statement (Attachment M-2);
- (b) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments M-3A and 3B);
- (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

**3. Information Provided to MBE firms**

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

**[CONTINUED ON NEXT PAGE]**

**I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE MBE Utilization & Fair Solicitation Affidavit and that the information included in the Schedule is true to the best of my knowledge, information and belief.**

\_\_\_\_\_  
Bidder/Offeror Name  
*(PLEASE PRINT OR TYPE)*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH INITIAL TECHNICAL PROPOSAL**

**APPENDIX A-2**  
**SECOND TECHNICAL PROPOSAL FORMS**

**Questionnaire**

**Acknowledgement of Receipt of Addenda Form**

**APPENDIX A-2  
QUESTIONNAIRE**

**RFP 91358 DOCUMENT MANAGEMENT SYSTEM SOLUTION**

**This questionnaire will be issued by addendum to the shortlisted firms following the demonstration sessions.**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** 91358

**SECOND TECHNICAL PROPOSAL DUE DATE:** January 14, 2016 AT 11:59 P.M.

**RFP FOR:** DOCUMENT MANAGEMENT SYSTEM 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 Second Technical Proposal.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

END OF FORM

**APPENDIX B  
PRICE PROPOSAL FORM**



PROPOSAL NO.: RFP 91358  
PRICE PROPOSAL DUE DATE: \_\_\_\_\_, 2015, AT \_\_\_\_\_ P.M.  
PROPOSAL FOR: Document Management System and Services  
PROPOSER: \_\_\_\_\_  
Federal Identification Number/Social Security Number: \_\_\_\_\_

**PRICE PROPOSAL**

DATE \_\_\_\_\_

Valerie Rolandelli  
University of Maryland University College  
Strategic Contracting Office  
3501 University Blvd. East, Room ADMIN-2344  
Adelphi, MD 20783-8002

Dear Ms. Rolandelli:

The undersigned hereby submits the Price Proposal as set forth in RFP # 91358 dated October 21, 2015 and the following subsequent addenda:

Addendum ___	dated _____
Addendum ___	dated _____
Addendum ___	dated _____
Addendum ___	dated _____

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

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

**PRICE DETAILS TO BE ADDRESSED AT THE TIME THAT PRICE PROPOSALS ARE REQUESTED**

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect.

The evaluation and subsequent final ranking of proposals will be in accordance the RFP documents. We understand that technical weighs greater than financial.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Key People named within our Technical Proposal 1 and Technical Proposal 2 will be assigned to the UMUC Contract for the duration of this project. We understand that no changes in these assignments will be allowed without written authorization from the University via contract amendment prior to such changes being made.

Enclosure: Living Wage Affidavit  
MBE Attachment M-1B – This form must be included or the proposal will be deemed not susceptible of the award; this is non-curable by Maryland law.

(Signatures should be placed on following page.)

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

**A. INDIVIDUAL PRINCIPAL**

In Presence of Witness: \_\_\_\_\_

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_  
SIGNED \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
TITLE: \_\_\_\_\_

**B. CO-PARTNERSHIP PRINCIPAL**

\_\_\_\_\_  
(Name of Co - Partnership)  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

In Presence of Witness: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

\_\_\_\_\_ as to BY \_\_\_\_\_  
(Partner)

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

\_\_\_\_\_ as to

BY \_\_\_\_\_  
(Partner)

\_\_\_\_\_ as to BY \_\_\_\_\_  
(Partner)

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

**C. CORPORATION**

\_\_\_\_\_  
(Name of Corporation)  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

Attest:

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

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

BY: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer and Title

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

\_\_\_\_\_  
Title

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

Contract No. 91358 –Document Management System Solution

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

**MBE SCHEDULE FORM M-1B**

**This MBE Schedule must be included with the Price Proposal. If the bidder/offeror fails to accurately complete and submit this Schedule with the Price Proposal as required, the Procurement Officer shall determine that the proposal is not reasonably susceptible of being selected for award.**

**MBE Participation Schedule**

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

Prime Contractor	Project Description	Project/Contract Number

**LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.**

**SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)**

MBE Prime Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.)  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%  Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%  Description of the Work to be performed with MBE prime's own forces: _____ _____ _____
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**SECTION B: For all Contractors (including MBE Primes in a Joint Venture)**

MBE Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____ _____ _____
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MBE Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____ _____ _____
MBE Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____ _____ _____

**CONTINUE ON SEPARATE PAGE IF NEEDED**

**Total MBE Participation:** \_\_\_\_\_ %\*  
**Total SubGoal Participation:** \_\_\_\_\_

Total African American MBE Participation: \_\_\_\_\_ %  
 Total Asian American MBE Participation: \_\_\_\_\_ %  
 Total Hispanic American MBE Participation: \_\_\_\_\_ %  
 Total Women-Owned MBE Participation: \_\_\_\_\_ %

**I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.**

\_\_\_\_\_  
 Bidder/Offeror Name  
 (PLEASE PRINT OR TYPE)

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 City, State and Zip Code

\_\_\_\_\_  
 Date

**SUBMIT THIS AFFIDAVIT WITH PRICE PROPOSAL**

## **APPENDIX C**

### **Contract Forms**

Attached are the Mandatory Terms and Conditions of the Contract  
The actual contract will be issued via addendum to the shortlisted firms

**IT Professional Services Agreement**

**Contract Affidavit**

## CONTRACT

This Contract for Services (the "Contract") is made on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between University of Maryland University College ("UMUC" or "the University"), and \_\_\_\_\_, ("Contractor").

### RECITALS

#### WHEREAS,

The University issued a Request for Proposal - \_(number and title)\_\_\_\_\_ on \_\_\_\_\_, 2012, as amended from time to time (the "RFP"), to solicit a provider of a portal solution. Contractor submitted technical proposal dated XXXXX, as clarified on \_\_\_\_\_, 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:

#### NATURE OF THE AGREEMENT

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

- a.
- b.
- c.
- d.

#### 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 – 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 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)"].

3.4 In addition to its termination rights per Section 12.1 and 12.2, UMUC at its sole option may discontinue the services, in whole or in part, of any or all of the vendor(s) at any time during the Initial Term or Renewal Term(s) with 30 days notice with no further obligations to the Contractor and with no penalty. If UMUC elects to discontinue any or all contract(s), a summation of work in progress for the contract will be made and a mutual agreement as to how to finalize this work in progress and/or transition to a new provider of DMS products and/or services will be made.

#### 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 \_\_\_\_\_, 2015, as attached herein as Exhibit .

#### 4.2 Invoicing

4.2.1. Payment requests (invoices) shall be submitted electronically to the Accounts Payable Department, University of Maryland University College, 3501 University Boulevard East, Adelphi, MD 20783-8002 at [accountspayable@umuc.edu](mailto:accountspayable@umuc.edu). The invoice must be in US Dollars to UMUC and 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; the University's Purchase Order 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:

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

A. That 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.

## **F. SECURITY**

F.1 Contractor shall endorse UMUC's requirement to adhere to the University System of Maryland's (USM) IT Security Standards (<http://www.usmd.edu/usm/adminfinance/itcc/ITSecResource.html>). UMUC is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:

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

F.2 The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.

F.3 Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain

industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.

F.4 Report any confirmed or suspected breach of University data to UMUC's Computer Incident Response Team (CIRT) within one hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of University data shall be reported to UMUC CIRT within 12 hours of discovery or detection.

F.5 Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.

F.6 Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

F.7 On an annual basis, Contractor shall obtain Service Organization Control (SOC) 2 or equivalent for all services and/or facilities from which the services are provided ("the Reports"). It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without the University being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as 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.

F.8 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 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 report 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
- Workmen'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 tortuous 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 UMUC UNDER THIS AGREEMENT DURING THE TERM OF THIS AGREEMENT OR \$1,000,000, 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 Sections 504 and 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 ICC-3120  
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 14 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. Except as provided in 17.21.B of this Agreement, 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 any 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. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

---

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

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

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

***APPENDIX M***

***MINORITY BUSINESS ENTERPRISE INFORMATION***

**MBE ATTACHMENTS M-1A AND M-1B:  
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

**INSTRUCTIONS**

**PLEASE READ BEFORE COMPLETING THIS DOCUMENT**

**This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit (Form M-1A) which must be submitted with the Technical Proposal and and MBE Participation Schedule (Form M-1B) which must be submitted with the Price Proposal. If the bidder/offeror fails to accurately complete and submit the Affidavit and/or the Schedule as required, the Procurement Officer shall determine that the proposal is not reasonably susceptible of being selected for award.**

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the

African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.
7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.
9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment M-1A) or the proposal determined to be not susceptible of being selected for award. (See waiver instructions/documents/forms in Appendix M-W.)
10. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

**Subgoals (if applicable)**

Total African American MBE Participation:	_____ n/a _____ %
Total Asian American MBE Participation:	_____ n/a _____ %
Total Hispanic American MBE Participation:	_____ n/a _____ %
Total Women-Owned MBE Participation:	_____ n/a _____ %

**Overall Goal**

Total MBE Participation (include all categories):	_____ 5 _____ %
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**MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT FORM M1-A**

**This MBE Utilization and Fair Solicitation Affidavit must be included with the Technical Proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit with the Technical Proposal as required, the Procurement Officer shall determine that the proposal is not reasonably susceptible of being selected for award.**

In connection with the bid/proposal submitted in response to Solicitation No. 91250, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of **5 percent (5%)** and, if specified in the solicitation, the following subgoals:

Total African American MBE Participation: \_\_\_\_\_ %  
Total Asian American MBE Participation: \_\_\_\_\_ %  
Total Hispanic American MBE Participation: \_\_\_\_\_ %

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

**OR**

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 Working days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit the completed Good Faith Efforts Documentation to Support Waiver Request (Attachment M-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

1A. I understand that if my firm is shortlisted and requested to submit a Price Proposal, then I am required to submit the MBE Schedule with the Price Proposal.

**2. Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Outreach Efforts Compliance Statement (Attachment M-2);
- (b) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments M-3A and 3B);
- (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

**3. Information Provided to MBE firms**

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

**[CONTINUED ON NEXT PAGE]**

**I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE MBE Utilization & Fair Solicitation Affidavit and that the information included in the Schedule is true to the best of my knowledge, information and belief.**

\_\_\_\_\_  
Bidder/Offeror Name  
*(PLEASE PRINT OR TYPE)*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH INITIAL TECHNICAL PROPOSAL**

IF PROPOSER IS SHORTLISTED AND REQUESTED TO SUBMIT A PRICE  
PROPOSAL, THE FOLLOWING MBE SCHEDULE IS TO BE SUBMITTED WITH THE  
PRICE PROPOSAL



**MBE SCHEDULE FORM M-1B**

**This MBE Schedule must be included with the Price Proposal. If the bidder/offeror fails to accurately complete and submit this Schedule with the Price Proposal as required, the Procurement Officer shall determine that the proposal is not reasonably susceptible of being selected for award.**

**MBE Participation Schedule**

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

Prime Contractor	Project Description	Project/Contract Number

**LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.**

**SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)**

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned  <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned  <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p>Description of the Work to be performed with MBE prime's own forces:          _____          _____          _____</p>
--	--

**SECTION B: For all Contractors (including MBE Primes in a Joint Venture)**

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned    <input type="checkbox"/> Hispanic American- Owned  <input type="checkbox"/> Asian American-Owned    <input type="checkbox"/> Women-Owned  <input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be performed by this MBE: _____%</p> <p>Description of the Work to be Performed:          _____          _____          _____</p>
--	--

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned    <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned    <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be performed by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned    <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned    <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>

**CONTINUE ON SEPARATE PAGE IF NEEDED**

**Total MBE Participation:** \_\_\_\_\_ %\*

**Total SubGoal Participation:** \_\_\_\_\_

Total African American MBE Participation:	_____ %
Total Asian American MBE Participation:	_____ %
Total Hispanic American MBE Participation:	_____ %
Total Women-Owned MBE Participation:	_____ %

**I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.**

\_\_\_\_\_  
Bidder/Offeror Name  
(PLEASE PRINT OR TYPE)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH PRICE PROPOSAL**

**THE FOLLOWING DOCUMENTS ARE TO BE SUBMITTED ONLY BY THE  
SUCCESSFUL CONTRACTOR WHO IS AWARDED THE CONTRACT**

**MBE Attachment M - 2**  
**OUTREACH EFFORTS COMPLIANCE STATEMENT**

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

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

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2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

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4. **Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements.  
(DESCRIBE EFFORTS): \_\_\_\_\_

---

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5. **Please Check One:**

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**MBE Attachment M-3A**  
**MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

**PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT M-1B) WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor intends to enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ which will receive at least \$ \_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

<p><b>PRIME CONTRACTOR</b>  Signature of Representative: _____  Printed Name and Title: _____  Firm's Name: _____  Federal Identification Number: _____  Address: _____  Telephone: _____  Date: _____</p>	<p><b>SUBCONTRACTOR</b>  Signature of Representative: _____  Printed Name and Title: _____  Firm's Name: _____  Federal Identification Number: _____  Address: _____  Telephone: _____  Date: _____</p>
--	---

**MBE Attachment M-3B  
MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

**PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT M-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) with Certification Number \_\_\_\_\_ is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such MBE Prime Contractor intends to perform with its own forces at least \$\_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

<p><b>MBE PRIME CONTRACTOR</b> Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>
---

**Sample MBE Attachment M-4A**  
**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**  
**Minority Business Enterprise Participation**  
**Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____  Reporting Period (Month/Year): _____  <b>Prime Contractor: Report is due to the MBE Liaison by the 15<sup>th</sup> of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
MBE Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
<b>List all payments made to MBE subcontractor named above during this reporting period:</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><u>Invoice#</u></th> <th style="width: 30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Paid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Paid: \$</b>		_____	<b>List dates and amounts of any outstanding invoices:</b> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%; text-align: center;"><u>Invoice #</u></th> <th style="width: 30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Unpaid: \$</b></td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Unpaid: \$</b>		_____
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3.																																							
4.																																							
<b>Total Dollars Unpaid: \$</b>		_____																																					

- If more than one MBE subcontractor is used for this contract, you must use separate Attachment M-4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment M-4B.
- **Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

Pamela A. Welzenbach, MBE Liaison  
 Office of Procurement  
 University of Maryland University College  
 3501 University Blvd. E, Room 4100  
 Adelphi, MD 20783-8044  
 Email: [Pamela.Welzenbach@umuc.edu](mailto:Pamela.Welzenbach@umuc.edu)

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

This form must be completed monthly by all MBE subcontractors.

**Sample MBE ATTACHMENT M-5  
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE  
Minority Business Enterprise Participation  
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the month following the month the services were performed.</b>	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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MBE Subcontractor Name: _____																															
MDOT Certification #: _____																															
Contact Person: _____	E-mail: _____																														
Address: _____																															
City: _____	State: _____	ZIP: _____																													
Phone: _____	Fax: _____																														
<b>Subcontractor Services Provided:</b>																															
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td><b>Total Dollars Paid: \$</b></td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b>	_____		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td><b>Total Dollars Unpaid: \$</b></td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b>	_____	
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3.																															
<b>Total Dollars Unpaid: \$</b>	_____																														
Prime Contractor: _____		Contact Person: _____																													

**\*\*Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

Pamela A. Welzenbach, MBE Liaison  
 Office of Procurement  
 University of Maryland University College  
 3501 University Blvd. E., Room 4100  
 Adelphi, MD 20783-8044  
 Email: [Pamela.Welzenbach@umuc.edu](mailto:Pamela.Welzenbach@umuc.edu)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Required)



**MBE Attachment M-4B**  
**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**  
**Minority Business Enterprise Participation**  
**MBE Prime Contractor Report**

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ <b>MBE Prime Contractor: Report is due to the MBE Liaison by the 15th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
---	--

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:

Invoice Number	Value of the Work	NAICS Code	Description of the Work

**Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**

Pamela A. Welzenbach, MBE Liaison  
 Office of Procurement  
 University of Maryland University College  
 3501 University Blvd. E, Room 4100  
 Adelphi, MD 20783-8044  
 Email: [Pamela.Welzenbach@umuc.edu](mailto:Pamela.Welzenbach@umuc.edu)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Required)

**MBE ATTACHMENT M-5**  
**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**  
**Minority Business Enterprise Participation**  
**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15th of the month following the month the services were performed.</b>	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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MBE Subcontractor Name:																																
MDOT Certification #:																																
Contact Person:		E-mail:																														
Address:																																
City:	State:	ZIP:																														
Phone:	Fax:																															
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Required)

APPENDIX M-W

MINORITY BUSINESS ENTERPRISE WAIVER REQUEST INFORMATION

MBE Attachment M-1B  
WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

**I. Definitions**

**MBE Goal(s)** – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

**Good Faith Efforts** – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

**Identified Firms** – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

**Identified Items of Work** – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

**MBE Firms** – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State’s MBE Program.

## **II. Types of Actions Agency will Consider**

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

### **A. Identify Bid Items as Work for MBE Firms**

#### **1. Identified Items of Work in Procurements**

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

#### **2. Identified Items of Work by Bidders/Offerors**

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

### **B. Identify MBE Firms to Solicit**

#### **1. MBE Firms Identified in Procurements**

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

#### **2. MBE Firms Identified by Bidders/Offerors**

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

### **C. Solicit MBEs**

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

#### **D. Negotiate With Interested MBE Firms**

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

## **E. Assisting Interested MBE Firms**

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

## **III. Other Considerations**

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

## **IV. Documenting Good Faith Efforts**

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

### **A. Items of Work (Complete Good Faith Efforts Documentation Attachment M-1C, Part 1)**

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

### **B. Outreach/Solicitation/Negotiation**

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (**Complete Outreach Efforts Compliance Statement – Attachment M-2**).

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (**Complete Good Faith Efforts Attachment M-1C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations**); and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.



**C. Rejected MBE Firms (Complete Good Faith Efforts Attachment M-1C, Part 3)**

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Attachment M-1B) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

**D. Other Documentation**

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**Exhibit A**

**MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of Minority firm)

located at \_\_\_\_\_  
(Number) (Street)

\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

in \_\_\_\_\_ County by \_\_\_\_\_  
(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (Minority Firm), is either unavailable for the  
work/service or unable to prepare a bid for this project for the following reason(s):

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

\_\_\_\_\_  
Signature of Minority Firm's MBE Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

• MDOT Certification #

Telephone #

-----  
3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# MBE ATTACHMENT M-1C

## GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Page \_\_\_ of \_\_\_

Prime Contractor	Project Description	Solicitation Number

**PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.**

I AFFIRM THAT I HAVE REVIEWED ATTACHMENT M-1B, WAIVER GUIDANCE. I FURTHER AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF PARTS 1, 2, AND 3 OF THIS ATTACHMENT M-1C GOOD FAITH EFFORTS DOCUMENTATION FORM ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**GOOD FAITH EFFORTS DOCUMENTATION  
TO SUPPORT WAIVER REQUEST**

**PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE FIRMS**

Page \_\_\_ of \_\_\_

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

PLEASE CHECK IF ADDITIONAL SHEETS ARE ATTACHED.

**GOOD FAITH EFFORTS DOCUMENTATION  
TO SUPPORT WAIVER REQUEST  
PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS**

Page \_\_\_ of \_\_\_

<b>Prime Contractor</b>	<b>Project Description</b>	<b>Solicitation Number</b>
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Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment M-1B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
<b>Firm Name:</b> <hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b>  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing
<b>Firm Name:</b> <hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b>  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing

**PLEASE CHECK IF ADDITIONAL SHEETS ARE ATTACHED.**

**GOOD FAITH EFFORTS DOCUMENTATION  
TO SUPPORT WAIVER REQUEST**

**PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES**

Page \_\_\_ of \_\_\_

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 2 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items of Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

**PLEASE CHECK IF ADDITIONAL SHEETS ARE ATTACHED.**

APPENDIX S  
SOLICITATION TERMS AND CONDITIONS

## APPENDIX S

### SOLICITATION TERMS AND CONDITIONS

#### 1. **Contractor's/Proposer's Responsibility.**

Proposers are advised to read the requirements very carefully to ensure that each requirement is understood. The Technical Proposal and/or the Price Proposal is considered by the University to be the Proposer's Offer, both individually and collectively. 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.

#### 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.

#### 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.

#### 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. **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.

#### 6. **Cancellation of the RFP.**

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

#### 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.

#### 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.

#### 9. **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 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 D, 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. 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>

#### 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>.

#### 11. **Confidentiality.**

An Proposer 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.

**12. Oral Presentation /Discussion Sessions. - Refer to Section III of the solicitation.**

**13. Evaluation of Offers. – Refer to Section III of the solicitation.**

**14. Proposal Affidavit and Certifications.**

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included as **Appendix A** of the RFP.

**15. 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.

**16. Multiple Proposals.**

Contractors may not submit more than one proposal.

**17. Alternate Solution Proposals.**

Contractors may submit an alternate to the solution given in this RFP.

**18. 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.

**19. Contractor Responsibilities and Use of Subcontractors**

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

**20. 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.

**21. 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.

**22. 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.

**23. RFP Response Materials.**

All written 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).

**24. Debriefing of Unsuccessful Offerors.**

Unsuccessful proposers ("Offerors") 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.

## **25. 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/offeree has any questions concerning application of the State Ethics law to the bidder/offeree's participation in this procurement, it is incumbent upon the bidder/offeree to see advise 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](http://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/offeree to obtain advise 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.

## **26. 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](http://ethics.gov.state.md.us)

## **27. Living Wage Requirements**

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

The Living Wage rates change each year and are published 90 days from the end of the State fiscal year. Living Wage rates may be found at <https://www.dllr.state.md.us/labor/prev/livingwage.shtml>

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.

END OF APPENDIX S