



UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL# 90810 FOR

ON CALL INFORMATION TECHNOLOGY CONSULTING AND STAFF AUGMENTATION SERVICES

ISSUE DATE: MARCH 6, 2009

SIGNIFICANT MILESTONES	TIME:	DATE
Last Day for Questions	2:00 PM	3/19/2009
Proposal Due Date (Technical Proposal and Price Proposal are to be sealed submittals separated from each other.)	2:00 PM	4/3/2009
Oral Presentation/Discussion Date	TBD	Early April, 2009 if needed

WARNING: Prospective proposers who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
3501 University Boulevard East
Procurement Office SFSC Room 4234-E
Adelphi, Maryland 20783
www.umuc.edu

**ON CALL INFORMATION TECHNOLOGY
CONSULTING AND STAFF AUGMENTATION SERVICES
THE UNIVERSITY OF MARYLAND, UNIVERSITY COLLEGE
RFP# 90810**

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**SECTION 1:
GENERAL INFORMATION**

**REQUEST FOR PROPOSALS
FOR
ON CALL INFORMATION TECHNOLOGY
CONSULTING AND STAFF AUGMENTATION SERVICES**

GENERAL INFORMATION

1. Summary:

1.1 Objective. The University of Maryland University College (UMUC or the University) is soliciting proposals for services in the area of information technology consulting and staff augmentation. The selected contractor will work with the UMUC Office of Information Technology. The On Call firms will assist UMUC in supporting its IT projects as demand occurs for specific areas of expertise and augmentation for staffing is required.

1.2 Background. Since 1947, University of Maryland University College (UMUC) has focused exclusively on the education and professional-development needs of adult students, offering classes at times and locations convenient to students whose busy schedules require that they balance school with full-time jobs and full-time family or community responsibilities. UMUC has earned a worldwide reputation for excellence as a comprehensive virtual university and, through a combination of on-site and online learning formats, provides educational opportunities for lifelong learning to students in Maryland, as well as throughout the United States and around the world. UMUC serves its students through undergraduate and graduate degree and certificate programs, noncredit leadership development and customized programs, and conference services at its Inn and Conference Center in Adelphi, Maryland. UMUC is one of 11 degree-granting institutions of the University System of Maryland; the university collaborates with other schools in the System and other Maryland educational institutions, both public and private. Under contract to the U.S. Department of Defense, UMUC is the leading education provider for the U.S. military, offering on-site and online classes to active-duty service members and their dependents at bases throughout Europe and Asia, while also serving members of the military in the United States. UMUC is recognized as a worldwide leader in online education offering more than 100 undergraduate and graduate degree and certificate programs fully online. During the past 60 years, UMUC has served more than 1.5 million service members in more than 20 countries across the globe. Today, UMUC is the 12th largest degree-granting university in the United States and is on pace to become the largest state university in Maryland. The number of students enrolled in UMUC stateside programs has grown more than 49 percent in the past five years alone. In fact, UMUC brings higher education to Maryland and the entire world – enrolling 90,000 students in more than 150 locations worldwide. Visit www.umuc.edu for more information about UMUC.

UMUC is headquartered in Adelphi, Maryland and has major operating division headquarters in Heidelberg, Germany and Yokota Air Force Base, Japan. Please visit www.umuc.edu for additional information and student statistics about UMUC.

The university offers bachelor's degrees with a choice of 32 majors and 36 minors. UMUC's Graduate School offers 14 master's degree programs, in addition to having one of just a few Doctor of Management programs in the United States. UMUC also offers more than 70 career

enhancing undergraduate and graduate certificate programs, with most available online, as well as executive training programs geared towards middle and upper level managers.

UMUC offers more than 600 courses and more than 90 undergraduate and graduate certificate and degree programs completely online via WebTycho, the University's proprietary course-delivery platform. A typical semester has 30,000 active students and 60,000 course enrollments. While a growing number of students choose the convenience of UMUC's award-winning online education programs, they also may complete coursework on-site in classrooms at more than 20 locations throughout Maryland and the metropolitan Washington, D.C., region.

UMUC won the highest honor in online education—the Sloan Consortium Award for Excellence in Institution-Wide Asynchronous Learning Network Programming—and in 2004 garnered the Prize of Excellence from the International Council for Open and Distance Education (ICDE) for “the highest possible excellence in the fields of open, distance, virtual, and flexible learning.” UMUC's Master of Business Administration (MBA) program won the prestigious 2005 Sloan Award for Most Outstanding Online Teaching and Learning Program, and the university has been named a Center of Academic Excellence in Information Assurance Education by the National Security Agency (NSA) and Department of Homeland Security (DHS).

Furthermore, *Black Issues in Higher Education* named UMUC a leader in higher education for minority students, and in fiscal year 2006, 32 percent of UMUC's stateside students were African American. Overall, the university enrolled more African American students than any of Maryland's four historically black colleges and universities (HBCUs).

- 1.3. Procurement of the On Call Information Technology Consulting and Staff Augmentation Services will consist of a Technical Proposal and Price Proposal Submittal (sealed separately from each other.) Oral Presentation/Discussion Sessions may be scheduled, although it is not anticipated that this will be necessary (see Section 3 for further details). However, in case orals are deemed necessary, proposers should plan for them to be scheduled in early April 2009.
- 1.4. The selected firms will be required to provide IT services as requested as well as any other identified special services for individual UMUC IT projects on a task order basis. The On Call IT contracts resulting from this solicitation are anticipated to be used primarily at the University of Maryland, University College, however, they may be used at any University of Maryland institution with the written approval of UMUC.

The IT services that the University requires for on-call delivery include the following:

- IT Systems Analysis and Design
- Software Development Services
(including Web Applications Development)
- Quality Assurance and Assessment Services
(including Usability and Accessibility Areas of Expertise)
- Database Administration and Data Conversion Services
- IT Network Management Services
- Technical Training Services
- Other Information Technology Services that may not elsewhere be classified.

The University shall accept proposals from firms that meet some or all of these IT service areas. For purposes of this procurement and the resulting contracts, the meaning of "on-call" is as follows: The Contractor (s) are to be available (on-call) to support UMUC IT projects as they arise for the services noted above. The University cannot, however, forecast what this frequency of use will be.

The University anticipates multiple vendor contract awards as a result of this procurement. The full contracts value is anticipated to be \$230,000.00 per year. The initial contract term shall be approximately 14 months with renewal option for an additional term of one (1) year at the University's sole discretion.

3. The University anticipates multiple awards with contracts in place with the successful Contractors on or about May 1, 2009 (or sooner) for the initial term that will be through June 30 2010. The resulting contracts will be renewable at the sole discretion of the University for the term of July 1, 2010 through June 30, 2011.
4. Tasks to be done under the resulting contracts can be solicited to one, some or all of the successful IT firms based on the scope of services required by the University for the task and the quoted price on a task order by task order basis

A sample copy of the University's Professional Services Agreement that successful firms shall enter into with the University can be found in Appendix C of this solicitation. Please review as this document will be the contract form to be signed by the successful IT firms.

2. Issuing Office:

2.1. The Issuing Office is:

University of Maryland University College
Procurement Office
3501 University Blvd East
SFSC Building Suite 4234-E
Adelphi, MD 20783-8044

Attn: Jeanne Parker
Director of Contracting
(301) 985-7520
Fax: (301) 985-7008
E-mail: jparker@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. Vendors are prohibited from contacting personnel in other University departments regarding this request for proposals.

3. Questions and Inquiries:

All questions and inquiries regarding this procurement are to be directed to the individual referenced with the Issuing Office above. **All such questions and inquiries must be received by 2:00pm on Monday, March 19, 2009.** It is preferable that questions be submitted via e-

mail to jparker@umuc.edu. 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 and included in the technical proposal.

6. Proposal Closing Date/Due Date and Time

6.1. **An original plus four (4) copies (for a total of 5) of the Technical Proposal** must arrive at the Issuing Office by **Friday, April 3, 2009 on or before 2:00 p.m.** in order to be considered. Technical Proposals are to be in a sealed envelope/container separate from the Pricing Proposal. Proposers are requested to clearly mark the "original" set of the Technical Proposal. If pricing is included in the Technical Proposal, the proposal may be deemed non-responsive by the Procurement Officer.

6.2. **An original plus one (1) copy (for a total of 2) of the Price Proposal** must arrive at the Issuing Office by **Friday, April, 2009 on or before 2:00 p.m.** in order to be considered. Price Proposals are to be submitted in a sealed envelope/container separate from the Technical Proposal. **No pricing is to be included in the Technical Proposal.** Proposers are requested to clearly mark the "original" set of the Price Proposal. (See Appendix B for Price Proposal form).

6.3. **LATE PROPOSALS CANNOT BE ACCEPTED.** Proposals are to be delivered to the University's Director of Contracting, University of Maryland University College, 3501 University Blvd East, Student and Faculty Services Center (SFSC Building) Suite 4234, Adelphi, MD 20783-8044. The University recommends against use of mail or delivery services which will not guarantee delivery directly to Suite 4234. Proposals delivered to the campus central mail facility or to locations other than Suite 4234 will not be considered "received" by the University until they arrive at Suite 4234 Reception Desk and are clocked in. The University will not waive delay in delivery resulting from need to transport a proposal from another campus location, or error or delay on the part of the carrier. Directions to UMUC can be found at the website www.umuc.edu.

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

6.5. UMUC's Procurement Office is located on the fourth floor of the Student and Faculty Services Center (SFSC) which is located at 3501 University Boulevard East Adelphi, Maryland. The SFSC building is accessible by the general public between the hours of 8:00 a.m. until 5:00 p.m. Monday through Friday with exception of University holidays. The Procurement Office is accessible to the public through the third level of the parking garage with a cross-walk to the second floor of the SFSC building. Take the elevator in the SFSC building to the second floor and following the room numbers to Suite 4234. Directions to UMUC Adelphi site complex are available at www.umuc.edu. This complex

include the Inn and Conference Center and Marriott buildings in addition to the SFSC building. **Vendors must allow sufficient time in delivering replies to solicitations to the SFSC building, Suite 4234, to ensure timely receipt by the Issuing Office.**

7. Minority Business Enterprises (MBE) Participation: Proposers are to provide information regarding the potential for State of Maryland certified MBE's, including a recommended percentage of participation available, to participate in the proposed solution. (Refer to 4.29 and Appendix E for further information.)

8. Acceptance of Terms and Conditions.

By submitting an offer in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the contract by reference.

9. Proposal and Contract Security

Not applicable to this procurement.

10. Confidentiality of Information

The selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University's business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act ("FERPA"), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected firm must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University's confidential information.

UMUC may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offeror to propose responsive solutions to UMUC's needs and requirements, UMUC is willing to disclose certain confidential information to Offeror, including without limitation information concerning UMUC's business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation ("Confidential Information"). By submitting a proposal in response to this RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by UMUC, Offerors may be required to sign a Non-Disclosure Agreement. For some task orders UMUC may require personnel and/or sub-contractors to execute a Non-Disclosure Agreement. For more informational on Confidentiality of Information refer to Section 6 the UMUC's required Professional Services Agreement provided in Appendix C.

END OF SECTION 1

SECTION 2

SCOPE OF WORK/REQUIREMENTS

SECTION 2 SCOPE OF WORK/REQUIREMENTS

2.0 **Background:**

The UMUC's Office of Information Technology supports many IT projects for the University at large. From time to time, IT consulting services are required in specific areas of expertise such as web applications development, usability assessment, database optimization, and technical training on tools that the University's IT staff utilizes in support of IT projects.

The purpose of this Request for Proposal is to obtain proposals from reputable and dependable companies with specific IT consulting resources to assist the University on an as-needed task order basis in providing the needed IT services.

2.1 **Scope of Work:** The Scope of Work for this RFP consists of provisioning of on-call consulting resources and staff augmentation for UMUC's Office of Information Technology to support IT projects for the University. The IT services that are within this scope of services, as stated in Section 1.4 previously, consist of on-call delivery include the following:

- IT Systems Analysis and Design
- Software Development Services
(including Web Applications Development)
- Quality Assurance and Assessment Services
(including Usability and Accessibility Areas of Expertise)
- Database Administration and Data Conversion Services
- IT Network Management Services
- Technical Training Services
- Other Information Technology Services
(that may not elsewhere be classified.)

The following provides description of these IT Services.

2.1.2 **IT Systems Analysis Services**

IT Systems Analysis includes services to support analyses and design of IT solutions ranging from a single business system to entire mission or enterprise-wide systems. The IT firm will employ the most current and appropriate tools and methodologies to determine requirements, perform information strategic planning, assess processing needs and select and design appropriate solutions.

- **Requirements Analysis** - Providing a variety of requirements analysis services, including requirements definition, requirements reviews, requirements traceability, and allocation of requirements to software, hardware, telecommunications, security, operations and maintenance, and other program elements.
- **System Design and Engineering** - Mapping the strategic planning and analysis results to reliable implementations of the automated business model. Inclusive of capacity modeling, planning for long-range technology evolution, human factors engineering, design of interfaces with external systems, and both the design and integration of the

hardware, software, and network components comprising the customers systems solution.

- **Information Engineering** - Providing information engineering (IE) services to include information strategy planning and business area analysis. As well as support for joint requirements planning (JRP) techniques as part of the analysis and design approach.
- **Technical Reengineering** - Performing assessments of the hardware, application and data architectures, and information and technology needs for candidate reengineering applications. Provide reengineering economic analyses, business care analyses, technical alternative analyses, and recommendations for each reengineering candidate.

2.1.3 Software Development Services

Provide a wide variety of services to assist organizations in all aspects of software development from rapid prototyping, to the development of customized applications, to supporting application migration from legacy to open platforms. Examples of our specific services are as follows:

- **Rapid Prototyping** - Employing highly streamlined rapid prototyping techniques to develop, install, and test prototype applications to determine optimal solutions to meet customer requirements.
- **Custom Applications** - Providing system integration services tailored to the needs of the particular client. These services are comprised of the development or refinement of the application, software unit and integration testing, and the documentation and maintenance of the solution on the target platform.
- **Migration** - Assisting organizations as the migrate existing applications to new platforms.
- **Web Applications Development** – In depth technical skills sets are required of the consultant services to support UMUC’s web applications development. These skills sets include expertise in ColdFusion, SQL Server (2005 minimum) Oracle 10g, JAVA J2EE, EXT JS, integration to multiple platforms and third party products such as Serena, Lotus Domino as well as capabilities to work within industry products for “chat” and search engines.

2.1.4 Systems Quality Assurance

Deliver a set of technical services to assess, evaluate, and improve the business and technical processes and products associated with the full Lifecycle development of large scale automated data processing (IT) systems. In line with identified standards. Examples of our specific services include the following:

- **Independent Testing and Independent Verification and Validation** - Conducting Independent Verification and Validation (IV&V) of tangible products resulting from system design and development.

- **Developmental Metrics** - Designing and implementing a developmental software metrics program based on guidance and recommendations from organizations such as SEI.
- **Configuration Management** - Planning and executing an integrated configuration management (CM) program that ensures the configuration baselines properly evolve through development, testing, and ultimately, release.
- **Process Assessments** - Identifying opportunities for business improvement by reviewing high-profile processes or activities.
- **Usability and Expert Review Assessments** – Testing end user interaction with new software for evaluation of ease of use of the system and identification of improvements needed to enhance the user experience.
- **508 Compliancy Assessments** – Accessibility Expertise for Assessment of UMUC’s software systems for 508 compliancy and recommendations for changes that may be needed for special needs within the user population.

2.1.5 IT Data Base Administration and Data Conversion Services

Deliver technical data management and development services that entails full life-cycle support for the development and implementation of data requirements for both small and large scale automated data processing systems. Examples of our specific services include the following:

- **Data Modeling** - Developing and applying the users’ logical view of data to reflect the information structure of an enterprise.
- **Data Standardization** - designing, documenting, reviewing, and approving unique names, definitions, characteristics, and representations of data elements according to established procedures and conventions.
- **Data Management** - Providing control, review, and integration of data, data models, architecture, languages, interfaces, and systems environments.
- **Data Warehousing** - Centralizing storage and retrieval systems for historical business information.
- **Database Design and Implementation** - Designing and implementing databases in an integrated process with the development of an automated data processing system that optimizes storage, availability, and integrity of enterprise data.
- **Database Administration** – Expertise is required at the minimum release level of 10G for Oracle and 2005 for MS SQL-Server for database administration support. DBA support may include being a lead on a project, or working with a DBA team within UMUC’s IT department for a concerted effort. Database administration skills set include performance tuning/optimization.

2.1.6 IT Network Management Services

Deliver technical services to assess, evaluate, and improve the business and technical processes and products associated with distributed networked computing and corresponding telecommunication services. Provide a wide variety of services in assisting organizations to implement comprehensive and robust network and telecommunications solutions in today's dynamic communications environment. Examples of our specific services include the following:

- **Network Analysis and Capacity Planning** - Conducting network analyses to identify deficiencies, redundancies, and discrepancies of communications systems against an established set of user, contract, program, or functional requirements.
- **Network Architecture** - Designing and implementing Local and Wide Area Network solutions to include essential networking components such as routers, gateways, switches, bridges, hubs, concentrators, repeaters, CSU/DSU, and multiplexers. Designing and establishing communications systems to include 10/100 Ethernet, token ring, FDDI, and ATM networks with WAN links to include frame relay, point-to-point, X.25, ISDN, and SMDS.
- **Network Management** - Designing and implementing in and out-of-band network management systems to facilitate client/server administration, software distribution and licensing, operations center network monitoring, and the installation of messaging, risk management, and other network-centric platforms.
- **Telecommunications Analysis** - Providing international and domestic carrier costing for all major telecommunications carriers.
- **Electronic Commerce Internet/Intranet** - Establishing the architecture required for Internet and Intranet presence.
- **Technical Reengineering** - providing the tools, methodologies, and skills sets to re-engineer software using requirements, design, or source code artifacts. This reengineering effort includes the re-design and re-development or refinement of source code, rehosting of the source code onto the new operating platform, and the corresponding rework of the associated database to support the application on the new platform.
- **COTS/GOTS Integration and Tailoring** - Providing the resources to integrate COTS and GOTS products within a customers existing information system solution.
- **Internet/Intranet Applications** - Developing HTML-based server applications with the capability to integrate with corporate and public databases.

2.17 Technical Training – UMUC may require technical training in new technology, and tools sets to support its IT projects. This training could be in any of the Services areas listed in section 2.1 above. Firms are encouraged to propose all of their approaches to technical training for example at the firm's training site, on-site for UMUC, over the web, and/or any blended training approaches. However, firms should note that UMUC does have situations where it has found that face-to-face on-site training for its technical team members is preferred. Therefore, UMUC is requesting Proposers to include on-site training in their proposals if it is a service option.

2.18 Other Information Technology Services – The University prepared the above break out for the services needed based on experience and understands that it may not be an exhaustive list. The University therefore includes this "Other" IT Services technical consulting category for areas

that may not be covered specifically elsewhere however, UMUC may have a subsequent need for IT consulting in such an area, where a proposer may possess the needed consulting expertise.

- 3.0 On Call IT Firm Staffing:** the following IT positions are identified and defined for this On Call IT Professional Services Contract. As part of the technical proposal, resumes and references will be requested. In the price proposal, all proposing firms will be required to quote hourly billing rates for all positions where the hourly rate is an all inclusive rate that includes any reimbursables for travel and expense incidentals.

The following section 3 provides a description of all labor categories for the resulting contract. All labor categories are required to have a minimum education requirement of a bachelor's degree in a relevant field.

3.1. General Information Technology Positions:

3.1.1 SERVICES DELIVERY DIRECTOR:

Over six years experience in leading and providing technical direction of Information Technology (IT) projects. Demonstrated ability to provide guidance and direction for multiple IT projects. Capability to manage multitask projects of high complexity. Provides primary interface with client management personnel regarding strategic issues. Directs the completion of projects within estimated time frames and budget constraints. Coordinates all parties to tasks, reviews work products for completeness and adherence to customer standards. Delivers presentations and leads strategic level client meetings.

3.1.2 PROGRAM MANAGER:

Over five years of progressive experience in leading IT projects. Demonstrated ability to provide guidance and direction for specific projects or sub-tasks. Capability to manage multitask projects of high complexity. Increasing responsibility in design management of IT projects. Directs the completion of projects with estimated time frames and budget constraints. Coordinates project specific parties and reviews work products for completeness and adherence to customer requirements.

3.1.3 PROJECT MANAGER:

Four or more years of progressive experience in leading and participating in IT projects. Demonstrated ability to manage a project and to provide guidance and direction for specific projects or sub-tasks. Proven expertise in two or more service areas. Increasing responsibility in IT system design and management. Interfaces with the client on a day-to-day basis. Directs the completion of project specific tasks within estimated time frames and budget constraints. Manages day-to-day activities and reviews work products for completeness and adherence to customer requirements. Delivers presentations and leads client meetings.

3.1.4 SENIOR IT SPECIALIST:

Three or more years of progressive experience in participating in IT projects. Demonstrated ability to provide guidance and direction for specific sub-tasks of a project. Specific expertise in one or more of the service areas and knowledgeable in at least one other. Interfaces with the

client in a day-to-day basis. Supports the completion of project specific tasks within estimated time frames and budget constraints.

3.1.5 IT SPECIALIST:

Up to three years experience in participating in IT projects. Specific expertise in one of the service areas. Interfaces with the client on a day-to-day basis. Supports the completion of project specific tasks within estimated time frames and budget constraints. Supports presentations and client meetings.

3.1.6 IT TECHNICIAN:

Progressive experience in any one of the service areas. Perform specific procedures under the guidance of an IT Specialist.

3.1.7 IT TECHNICAL TRAINER:

Progressive experience in training IT professionals in new technology, and technical tools sets. Trainers shall have demonstrated skills in their respective areas of technical training. Training outcomes shall be supported, for example through a demonstrated high level customer satisfaction rating in the trainer's course evaluations track record.

3.2 Enterprise Solutions Positions:

3.2.1 ENTERPRISE SOLUTION TECHNICAL ARCHITECT

Experience: Five or more years of experience with the design, execution, and oversight of large-scale information technology (IT) projects. This includes over three years of direct experience in the design and development of integrated enterprise-wide applications and may include Commercial-Off-the-Shelf (COTS) and Government-Off-the-Shelf (GOTS) software and hardware solutions in the private or public sector. This individual shall be experienced and knowledgeable in the latest industry trends and developments in enterprise IT solutions.

Functional Responsibility: Leads the design of complete enterprise-wide IT solutions which incorporate technical infrastructure, hardware, and software. Identifies necessary interfaces between enterprise solution applications and legacy IT environment. Support all program/project planning and milestone development. Supports business case analysis and identification of alternative solutions resulting business impacts.

Minimum Education: Possesses a BA/BS degree or higher in Information Systems, Computer Science, Engineering, Business, or related field.

3.2.2 ENTERPRISE SOLUTION SPECIALIST

Experience: At least two years of progressive experience in developing enterprise solutions that may include selecting and implementing Commercial-Off-the-Shelf (COTS) enterprise solution applications. Preferred experience includes implementation of at least one major Enterprise Resource Planning (ERP), Supply Chain, Customer relationship management (CRM) or Knowledge Management (KM) software application.

Areas of Support includes: COTS package selection and business case development; COTS software installation and configuration for multiple functional modules of enterprise software; software and system developmental and acceptance testing; and Legacy system interface design, development, and implementation.

This individual is also experienced and knowledgeable in the latest industry trends and developments in enterprise IT solutions, including such topics/products as:

Functional Responsibility: Supports the design, configuration, and implementation of enterprise-wide COTS hardware and software solutions at the functional module level. Supports development of cultural change management materials and customer training. Provides technical input into business case analyses and supports analysis of technical alternatives.

Minimum Education: Possesses a BA/BS degree or higher in Information Systems, Computer Science, Engineering, Business, or related field.

END OF SECTION 2

SECTION 3
PROPOSALS, EVALUATION, AND FORMS

SECTION 3

PROPOSALS, EVALUATION, AND FORMS

1 INTRODUCTION/OVERVIEW

ARTICLE 1

A. **INTRODUCTORY SUMMARY OF PROPOSAL SUBMITTALS:** Responses to the On Call IT solicitation# 90810 are to consist of the following:

1. **Transmittal Letter:** A transmittal letter prepared on the Proposer's business stationery must accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the proposal; therefore, they should be brief, but shall list all items contained within the Technical Proposal. **The letter must state compliance with Electronic Funds Transfer (EFT) Registration through the State of Maryland's Comptroller's Office if awarded a contract under this RFP.** The transmittal letter must be signed by an individual who is authorized to bind his firm to all statements, including services and financial, contained in the proposal.
2. Technical Proposal Submittal (see Article 2 of this Section 3 for detailed information): All proposers will be required to submit **a Technical Proposal**. One (1) original and seven (4) copies (for a total of 5) of the Technical Proposal are to be provided by each proposer. The Technical Proposal Submittal is due by **Friday, April 3, 2009 at 2:00 p.m. to the Issuing Office.**
3. **Price Proposal Submittal** (see Article 3 of this Section 3 for detailed information). The due date for Price Proposal Submittals is **Friday, April 3, 2009 at 2:00 p.m.**

END OF SECTION 3, ARTICLE 1

**SECTION 3
PROPOSALS, EVALUATION, AND FORMS**

**ARTICLE 2
TECHNICAL AND PRICE PROPOSAL SUBMITTAL**

The Technical Proposal and Price Proposal must be **submitted in separate sealed envelopes**. The envelope shall have the Proposer's name, the project name and project number prominently displayed, together with the words, "TECHNICAL PROPOSAL" and "PRICE PROPOSAL" respectively.

- A. TECHNICAL PROPOSAL** shall be delivered on, or before, **Friday, April 3, 2009, at 2:00 p.m.** To the UMUC Procurement Office at the address noted in Section 1 of the On Call IT solicitation as "The Issuing Office".

The following items must be included in this Technical Proposal (forms for items #3 and #4 are included in the solicitation package in Appendix A):

1. Detailed responses to Section 00300, Article 2, Initial Technical Proposal Criteria, terms 1 through 4 (noted below);
2. Sample Insurance Certificate (noted below);
3. Bid/Proposal Affidavit; and
4. Acknowledgment of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda **MUST** be included with your Technical Proposal and noted on your Price Proposal form.)

A.1 TECHNICAL PROPOSAL CRITERIA

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response. Proposers should describe in detail and provide evidence supporting the qualifications requested below.

All proposers are to compile their Technical Proposals in the order listed.

1. **FIRM PROFILE/EXPERIENCE/REFERENCES:**

1.1 **Firm Profile:** Complete the Vendor Form found in Appendix A. Provide a description of your firm's qualifications to perform the requested services inclusive of the following information:

- Company name and address
- Primary business focus or specialty
- Products/services authorized to resell
- Number of years your company has been in business
- Ownership and Organizational structure (in chart form)
- Annual Sales Volume for
 - a) All Services and
 - b) for IT Consulting Servicesfor the last three (3) years
- Number of employees
- List of clients, in particular higher education clients, for whom IT consulting services have been provided in the last three (3) years
- A recent, (preferably audited) financial statement of the firm
(Note: One copy of this in the original proposal is sufficient; the University will treat such statements with utmost confidentiality.)
- Any other notable facts that may aid in the selection process

1.2 **Firm Experience:** Complete the Vendor Experience Form (see Appendix A) on three (3) projects/contracts which are similar or relevant to the University's scope of services as indicated below. All projects/contracts submitted under this category must be a maximum of five (5) years old based on the project contract completion date with higher consideration given to projects less than three (3) years old. The project submissions shall include the following:

- Project Name and Location;
- Project Owner, Contact Person and Telephone Number;
- Brief Description of Services Provided;
- Similarities of the submitted project to the type of work to be done under the University's On Call IT contract.

Note: Higher consideration will be given to projects/contracts that are set up on a as needed or on call basis. Higher consideration will be given to higher education projects.

1.3. **FIRM REFERENCES:** Provide three (3) client references for your firm references based on the three (3) submitted projects by completing the Firm Reference Form for each. Provide one (1) additional project reference with a brief description of the project for the University to check as an additional reference in the event that the University has difficulties reaching one of the three references.

Reference Notes:

- Such references are to be from different projects; that is, only one reference per project is allowed. No more than two (2) references may be from the University of Maryland, University College.
- The University reserves the right to verify all information given if it so chooses, as well as to check any other sources available or to use itself as a reference if not provided by the Proposer.
- Please be sure that accurate information is provided and that the contact person is capable of speaking to a firm's and/or key person's capability in performing the services required.
- References will be held in the strictest of confidence.

2. **IT PROFESSIONAL SERVICES FIRM PERSONNEL:**

- 2.1 **Key Personnel:** Submit resumes and experience for each key team member as noted below And confirm his/her role, area of expertise, relevant project experience, and basis for selection to support the key role to UMUC for this scope of work. Please use the position titles noted below in designating the person's role per the definitions provided in Section 4, Article 2 of the RFP. Specifically, the proposing IT firm is to submit those individuals with whom the University would be directly working should your firm be selected.

- Services Director (point of contact for the University)
- Other key members of your Firm you may deem should be submitted

If a Proposing firm anticipates more than one individual in one or more of the above positions, the firm is to submit all applicable resumes

Note: These key people must be direct employees of the applicable firm.

- 2.2 **Other Personnel:** Provide the name(s) and a background summary for the other positions that will be involved in the resulting contract as noted below. Please use these position titles noted below in designating each person's role per the definitions provided in Section 4, Article 2 of the RFP.

- IT Program Manager
- IT Project Manager
- Senior IT Specialist
- IT Specialist
- IT Technician
- IT Technical Trainer
- Enterprise Solution Technical Architect
- Enterprise Solution Specialist

Note – Two resources per category are requested at a minimum where possible in responding to this section 2.2 for names and background summary for these other positions.

- 2.3 **Subcontracting:** Proposals shall provide a narrative as to what, if any services are subcontracted. **Proposers who are resellers must be authorized resellers** of the primary IT systems/consulting services.
3. **SPECIAL/UNIQUE QUALIFICATIONS:** Provide a narrative to elaborate on the special/unique qualifications and/or experiences of the proposed IT firm which make it uniquely capable to provide IT services on the University's On Call contract. Special firm and/or individual expertise is to be included. Note: **The statement should be objective and limited to not more than two (2) single-spaced, typewritten pages using 12 point font.**
4. **MBE GOAL:** Provide a narrative as to opportunities for Maryland State Certified MBEs.
5. **INSURANCE COVERAGE:** Provide a sample insurance certificate confirming the insurance coverage as required in Section 4. (Note: This item is to be included in the Technical Proposal to confirm coverage, however, this item will not be evaluated.)

B. **PRICE PROPOSALS:**

The Price Proposal must be submitted in a sealed container separate from the Technical Proposal(s). The container shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL." Any erasures and/or alterations to the Proposer's pricing on the Price Proposal form shall be initialed in ink by the signer. Please note, however, that no changes, alterations or additions to the Price Proposal form are permitted.

The due date and time for the Price Proposal is **Friday, April 3, 2009, at 2:00 p.m.** Price Proposals will be opened privately.

As provided on the Price Proposal form, Proposers are to quote hourly billing rates for each identified positions for an initial contract term from approximately 5/1/2009 (or earlier) through 6/30/2010. Quoted hourly rates are to include **all** costs associated with the provision of services with the exception of the following items, which will be handled as reimbursables for which the University will reimburse for the actual costs only without any mark-up by the awarded firm:

- Printing

With the completed Price Proposal form, Proposers are required to submit the Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) , as modified due to the nature of this On Call contract, which are found in Appendix A with the Price Proposal form. **Should a proposer fail to submit these MBE forms with its price proposal, the Procurement Officer shall deem its proposal to be non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award and that the omission of these MBE forms with the price proposal is non-curable by the Proposer.**

END OF SECTION 3, ARTICLE 2

SECTION 3

PROPOSALS, EVALUATION, AND FORMS

EVALUATION PROCESS

ARTICLE 3

A. **TECHNICAL EVALUATION:**

An evaluation of the Technical Proposals will be conducted by the University's Evaluation Committee. The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria.

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below. Factors are listed in order of importance.

- A. Firm Profile/Experience
- B. Firm References
- C. Special/Unique Qualifications
- D. IT Professional Services Firm Personnel

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University's best interest.

B. **PRICE EVALUATION:**

- 1. Price proposals will be opened privately.
- 2. The University will establish a financial ranking of the proposals, from lowest to highest total offers. The price evaluation will be conducted using sample projects/task orders. The lowest price will receive the highest evaluation metric applicable for the price portion with subsequently higher prices receiving proportionally lower points.

C. **BEST AND FINAL OFFERS**

When in the best interest of UMUC, the Committee may recommend and the Procurement Officer may permit qualified Proposers to revise their proposals by submitting "Best and Final" offers. However, UMUC has the right to accept the previously submitted proposal without discussion or negotiation, and may do so. Proposers should, therefore, not rely on having a chance to discuss, negotiate and adjust their proposals.

D. **FINAL RANKING AND SELECTION**

Proposals will be evaluated to determine which proposals are the most advantageous to the University. The resulting assessments/scores from the technical and financial evaluation of proposals will be used as a guide in determining the successful proposers, but will not be the sole factor in determining the awards. The strengths, weaknesses, advantages, and deficiencies that the scores represent will be factored into the decision. Technical merit will be given greater value than cost.

The University will choose from among the highest rated proposals those that will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures. 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.

E. **AWARD:**

1. The University intends to make multiple awards for On Call IT consulting services.
2. The successful IT firms will be required to sign the University's IT Professional Services contract [see Appendix C].

END OF SECTION 3, ARTICLE 3

SECTION 4

TERMS AND CONDITIONS OF THE PROPOSAL

4.1 Contractor's/Proposer's Responsibility.

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

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 Cancellation of the RFP.

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

4.7 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.

4.8 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.

4.9 Electronic Funds Transfer (“EFT”).

By submitting a response to this solicitation, the Offeror agrees to accept payment by electronic fund transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the form attached as Appendix 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.

4.10 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>.

4.11 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.

4.12 Oral Presentation /Discussion Sessions.

Contractors who submit proposals may be required to make individual presentations to the University representatives in order to clarify their proposals. [Please note, however, as stated previously in this RFP it is not anticipated that Oral Presentation/Discussion Sessions will be needed for this procurement process.] Proposers will be contacted by the Issuing Office accordingly if it is found that Orals are needed. (See Section 3, Article 2, for further information.).

4.13 Evaluation of Offers.

Contract Award will be made to the responsible offeror(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by a University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of a contract to the Procurement Officer to

the contractor(s) whose proposal(s) is/are determined to be the most advantageous to the University. All offerors will be notified of the award selection.

4.14 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.

4.15 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.

4.16 Multiple Proposals.

Contractors may not submit more than one proposal.

4.17 Alternate Solution Proposals.

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

4.18 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.

4.19 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 contractors(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.

4.20 Public Information Act.

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement,). Failure to comply may result in rejection of your proposal.

4.21 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.

4.22 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.

4.23 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.

4.24 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).

4.25 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 after the recommendation of the award has been determined.

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.

4.26 Maryland Public Ethics Law, Title 15.

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

If the bidder/offeror has any questions concerning application of the State Ethics law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to see 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. The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror to obtain 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.

4.27 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.

4.28 Minority Business Enterprises.

Minority participation is important to UMUC and the State of Maryland. All state entities have a subcontracting goal of 25% of its expenditures with State Certified Minority Business Enterprises (MBE's). State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>. Refer to Appendix E for further information.

END OF SECTION 4

APPENDIX A
TECHNICAL PROPOSAL FORMS

Firm Experience Form

Firm Profile Form

Acknowledgement of Receipt of Addenda Form

Bid Proposal/Affidavit

APPENDIX A - FIRM EXPERIENCE - RFP 90810

Page 1 of 3

PROPOSER: _____

The Proposer is to provide three (3) contracts that he/she deems the most similar or relevant to the UMUC contract. **All three contracts must be for providing IT consulting and staff augmentation services. It is preferable that one or more of the contracts be for higher education clients.** Contracts listed should demonstrate experience in the provision of services that are similar to the UMUC scope of services (Refer to Section 2 of the RFP for the required services for UMUC).

1. Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Check all that apply:

- _____ IT Systems Analysis and Design
- _____ Software Development Services
- _____ Web Applications Development
- _____ Quality Assurance and Assessment Services
- _____ Usability and Accessibility Areas of Expertise
- _____ Database Administration and Data Conversion Services
- _____ IT Network Management Services
- _____ Technical Training Services
- _____ Other Information Technology Services
that may not elsewhere be classified.

Description of the IT consulting and staff augmentations services performed:

Dates services provided: _____

Dollar Volume of Contract: _____

Similarities to the UMUC Contract:

APPENDIX A - FIRM EXPERIENCE – RFP# 90810

Page 2 of 3

PROPOSER: _____

2. Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Check all that apply:

- _____ IT Systems Analysis and Design
- _____ Software Development Services
- _____ Web Applications Development
- _____ Quality Assurance and Assessment Services
- _____ Usability and Accessibility Areas of Expertise
- _____ Database Administration and Data Conversion Services
- _____ IT Network Management Services
- _____ Technical Training Services
- _____ Other Information Technology Services
that may not elsewhere be classified.

Description of the IT consulting and staff augmentations services performed:

Dates services provided: _____

Dollar Volume of Contract: _____

Similarities to the UMUC Contract:

APPENDIX A - FIRM EXPERIENCE – RFP# 90790

Page 3 of 3

3. Company /Institution Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____

Contact Phone Number: _____ Contact Fax Number: _____

Check all that apply:

- _____ IT Systems Analysis and Design
- _____ Software Development Services
- _____ Web Applications Development
- _____ Quality Assurance and Assessment Services
- _____ Usability and Accessibility Areas of Expertise
- _____ Database Administration and Data Conversion Services
- _____ IT Network Management Services
- _____ Technical Training Services
- _____ Other Information Technology Services
that may not elsewhere be classified.

Description of the IT consulting and staff augmentations services performed:

Dates services provided: _____

Dollar Volume of Contract: _____

Similarities to the UMUC Contract:

APPENDIX A: FIRM PROFILE FORM

Page 1 of 3

PROPOSER: _____

1. Company Name: _____

2. Company Address: _____

Website Address: _____

FEI/TIN Number: _____

3. Primary Contact for RFP:

Name: _____ Title: _____

Email Address: _____

4. Years Company in Business: _____

5. Areas of Company's Primary Business Focus/Specialty:

6. Number of full time employees (if firm has more than one location, please provide this information on the office that would serve UMUC): _____

APPENDIX A : FIRM PROFILE FORM

Page 2 of 3

PROPOSER: _____

7. Annual Sales Volume for the last three (3) years:

2001: \$ _____

2002: \$ _____

2003: \$ _____

8. Ownership and Organization Structure (include chart):

9. List of clients for whom IT consulting services have been provided in the last three (3) years: Attach list.

10. Disclosures: Have you had any contracts that have been terminated or not renewed within the last two years? Yes
_____ No _____

If yes is checked, provide information on the terminated or non-renewed contracts:

Company/Institution Name: _____

Contact Name: _____

Contact Phone Number: _____

When Contract Terminated: _____

Reason for Termination: _____

APPENDIX A: FIRM PROFILE FORM
Page 3 of 3

PROPOSER: _____

11. Have there been any pending legal judgments against your company in the past five (5) years? If so, provide details.

12. Have there been any finalized legal judgments against your company in the past five (5) years? If so, provide details.

Note: One (1) copy of a recent (preferably audited) financial statement of the firm is to be provided to the University.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 90810

TECHNICAL PROPOSAL DUE DATE: FRIDAY APRIL 3, 2009 AT 2:00 P.M.

RFP FOR: ON CALL INFORAMTION TECHNOLOGY CONSULTING AND STAFF
AUGMENTATION SERVICES

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

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

Signature

Name Printed

Title

PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) 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;

(b) Been convicted of any criminal violation of a state or federal antitrust statute;

(c) 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;

(d) 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;

(e) 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 (a), (b), (c), or (d), above;

(f) 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;

(g) 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):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows

(you must indicate the reasons why the affirmations cannot be given without qualification);

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of 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.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of and that the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters in contracts, leases, or other agreements with the State of Maryland, including it agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of \$100 to a candidate for in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same 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 J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement, and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §J(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination, or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree, as set forth in J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of 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 21.08.06.

K. 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.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee 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 bon fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

M. ACKNOWLEDGMENT

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

Company Name: _____

FEIN No: _____

APPENDIX B
PRICING PROPOSAL FORM

PROPOSAL NO.: RFP# 90810
PRICE PROPOSAL DUE DATE: FRIDAY APRIL 3, 2009, AT 2:00 P.M.
PROPOSAL FOR: ON CALL INFORMATION TECHNOLOGY
CONSULTING AND STAFF AUGMENTATION
SERVICES

PROPOSER: _____

Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

DATE _____

Ms. Jeanne Parker, Director of Contracting
University of Maryland University College
3501 University Boulevard East
Procurement Office
Student & Financial Services Center (SFSC) Building
Suite 4234
Adelphi, MD 20783

Dear Ms. Parker,

The undersigned hereby submits the Price Proposal as set forth in RFP# 90810 dated March 5, 2009 and the following subsequent addenda:

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 vendor.

1. INITIAL CONTRACT TERM: The quoted consultant hourly rates price is to be fully loaded, that is all costs associated, excluding identified reimbursables per the RFP, are to be included in the quoted hourly rate.

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 original 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 cost.

PROPOSAL NO.: RFP# 90810
PRICE PROPOSAL DUE DATE: FRIDAY APRIL 3, 2009, AT 2:00 P.M.
PROPOSAL FOR: ON CALL IT CONSULTING SERVICES AND STAFF AUGMENTATION

PROPOSER: _____

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 personnel named within our Technical Proposal will be assigned to the UMUC Contract for the duration of this contract inclusive of the renewal term. We understand that no changes in this assignment will be allowed without written authorization from the University via contract amendment prior to such changes being made. We affirm that all assigned personnel to this contract will be paid in accordance to the Living Wage legislation in Maryland.

Enclosure: Name, Title, Role, Hourly Rate of Personnel

(Signatures should be placed on following page.)

The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer 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)
Printed Name: _____
_____ as to BY _____

(Partner)

C. CORPORATE PRINCIPAL

Printed Name: _____

(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 _____

NAME OF PROPOSER: _____

PRICE PROPOSAL – APPENDIX B

Provide On Call IT Consulting Services
University of Maryland University College

The quoted billing rates shall be inclusive of direct salary costs, fringe benefits, overhead, profit, materials and all other billing indirect costs with the exception of printing as noted in the RFP documents. **Travel and expenses including mileage will not be compensated and the costs, therefore, must be reflected in the rates quoted in the table below.**

Consulting Services Positions:	Hourly Rate (All inclusive)
Services Delivery Director	
Program Manager	
Program Manager	
Senior IT Specialist	
IT Specialist	
IT Technician	
IT Technical Trainer	
Enterprise Solution Technical Architect	
Enterprise Solution Specialist	
UMUC On-Site Technical Training	Fees (All inclusive)
Full Training Day (8 hours)	
Half Day Training (4 hours)	
OTHER TRAINING OFFERINGS	Fees (All inclusive)

APPENDIX C
Professional Services Agreement
UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
CONTRACT #_____

PROFESSIONAL SERVICES

_____, 2009

CONTRACTOR:

Federal Employer ID: _____

Address: _____

Contact Person: _____

Contact Phone: _____

Contact Fax: _____

Contact Email: _____

UMUC Ordering Office:

Project Coordinator:

Coordinator Phone:

Coordinator Fax:

Coordinator Email:

UMUC Procurement Officer
(ie Contract Manager):

Phone Number:

E-mail address:

THIS CONTRACT ("Contract") is made as of this _____ day of _____, 2009 by and between _____, a corporation organized under the laws of the State of _____, with offices at _____, _____, _____, hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

RECITALS

The University issued solicitation documents (Reference _____) _____ on _____, _____, 200____, as amended from time to time (the "RFP"), to solicit a provider of _____ services. Contractor submitted a technical proposal dated _____ 2007 and price proposal dated _____, 2009, 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.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

- 1.1 Contractor shall provide to the University _____ professional services (the "Services"), as from time to time ordered by the University, in accordance with the terms and conditions of this Contract.
- 1.2 This Contract consists of multiple documents as follows in order of precedence:
 - o This Contract Form (pages 1 through ____);
 - o The Solicitation # _____ and all amendments to the solicitation;
 - o Contractor's Technical Proposal dated _____ as to Sections ____ only and Price Proposal dated _____; and,
 - o Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).
- 1.3 This Contract shall be in effect from _____, 200____ through _____, 200____ unless otherwise extended, expired or terminated pursuant to this Contract. There are _____ 12-month renewal options at UMUC's sole option.

2. PROFESSIONAL SERVICES

- 2.1 The Contractor shall perform the Project as described in Exhibit A to this Agreement. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to Exhibit A. The Contractor shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.
- 2.2 The maximum fee for the Contractor's professional services is _____. The Contractor's fees for services required to complete the Project shall not exceed the maximum fee.
- 2.3 The UMUC Office of _____ will designate a staff member to act as coordinator ("Project Coordinator") between UMUC and the Contractor. Throughout the period of the Project, copies of

all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other UMUC personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other UMUC offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.

- 2.4 The professional services team for the Project shall be the same team identified in the Contractor's submittal responding to UMUC's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to UMUC's approval, and notify UMUC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to UMUC in writing as they occur.
- 2.5 All terms and conditions of UMUC's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon UMUC and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMUC.

3. FEES AND PAYMENT

- 3.1 Contractor's fees shall not exceed the rates set forth in the Contract per the Contractor's price proposal dated _____.
- 3.2 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University's receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.
- 3.3 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. The University is generally exempt from such taxes, and Contractor agrees not to charge the University for such taxes in accordance with applicable law. The University will provide exemption certificates upon request.
- 3.4 Electronic funds may be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

4. WORK PRODUCT

- 4.1 Contractor shall complete all reports and presentations required by the University and other reports set forth in the relevant Task Order.
- 4.2 Contractor agrees that all research, notes, data, computations, estimates, reports or other documents or work product obtained by or produced by Contractor under this Contract (the "Work") shall be the sole and exclusive property of the University. Upon the University's request or upon the expiration or termination of this Contract, Contractor shall deliver or return all copies of the Work to the University. The Contractor is permitted, subject to its obligations of confidentiality, to retain one copy of the Work for archival purposes and to defend its work product.
- 4.3 Notwithstanding the terms of Paragraph 4.2, Contractor is permitted to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by the Contractor prior to, or acquired during, the performance of the Services under this Contract.
- 4.4 Contractor and University intend this Contract to be a contract for services and each considers the Work to be a work made for hire. If for any reasons the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to University, its successors, assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Work, and in and to all income, royalties damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
- 4.5 Contractor agrees to execute all documents and to perform such other proper acts as University may deem necessary to secure for University the rights in the Work.
- 4.6 In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

5. INTELLECTUAL PROPERTY

- 5.1 Neither party may use the other party's name, trademarks or other proprietary identifying symbols without the prior written approval of the other party.
- 5.2 Contractor agrees to defend upon request and indemnify and hold harmless UMUC, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment or services under this Contract.

6. CONFIDENTIAL INFORMATION

- 6.1 Contractor acknowledges and understands that in connection with this Contract, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the University's Confidential Information (as defined herein). For purposes of this Contract, "Confidential Information" means all information provided by the University to Contractor, including without limitation information concerning the University's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information.
- 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.
- 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 Contract.
- 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"). Contractor as it is handling an institution service or function that would ordinarily be performed by UMUC's employees. The Contractor agrees that it shall be obligated to protect the confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as UMUC would be obligated if the Confidential Information was in the possession or control of UMUC. 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. For the purpose of this Contract, Contractor shall follow and be bound by the interpretation and application that the University gives to the Privacy Laws. If Contractor complies with the University's interpretation and application of the Privacy Laws, then the University shall have no cause of action against Contractor under this Contract if Contractor's actions concerning the Confidential Information are found to be in violation of the Privacy Laws.
- 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 the University, 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 Contract.
- 6.7 Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the University grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Article 6l shall be a material breach of this Contract.
- 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:

Office of Legal Affairs
University of Maryland University College
3501 University Boulevard East
Adelphi, MD 20783

- 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 (a) is or becomes generally known to the public, other than as a result of disclosure by Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by Contractor, (c) was independently developed by Contractor without violation of this Contract, or (d) Contractor and the University agree in writing to disclose. Contractor shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the Confidential Information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.
- 6.10 All Confidential Information received by Contractor shall be returned to the University or destroyed upon completion or termination of this Contract.

7. RELATIONSHIP OF THE PARTIES

- 7.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the parties. Neither party shall bind or attempt to bind the other to any contract, warranty, covenant or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance.
- 7.2 It is understood and agreed that Contractor is an independent contractor of the University, and not an employee. Except as set forth in this Contract, the University will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of the University, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.
- 7.3 Each party reserves the right to review all press releases or other public communications of the other party that may affect the party's public image, programs or operations.

8. DISTRIBUTION OF RISK

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

9. GENERAL TERMS AND CONDITIONS

- 9.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the University may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The University will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which the University is entitled pursuant to this Contract shall become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies And Procedures.
- 9.2 Termination for Convenience. The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.
- 9.3 Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its

sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or the University, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

- 9.4 Suspension of Work. The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.
- 9.5 Subcontracting and Assignment.
- 9.5.1 The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of the University nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMUC. The University shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that UMUC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to the University for acts and omissions of subcontractors
- 9.5.2 Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to the University. Contractor may designate a third party to receive payment without the University's prior written consent unless in conflict with Maryland or federal law, but shall provide the University with notification thereof.
- 9.6 Maryland Law Prevails. The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.
- 9.7 Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
- 9.8 No Third Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third party beneficiary of this Agreement.
- 9.9 Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five (5) calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other party as follows:

For the University:

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

For the Contractor:

- 9.10 Disputes. This Contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.
- 9.11 Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.
- 9.12 Non-Hiring of Employees. No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
- 9.13 Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 9.14 Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
- 9.15 Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- 9.16 Political Contribution Disclosure. Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12 month period of time involving cumulative consideration in the aggregate of \$100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.
- 9.17 Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

- 9.18 Ethics. This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMUC employee in connection with this procurement.
- 9.19 Compliance with Laws. The Contractor hereby represents and warrants that:
- 9.19.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 9.19.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 9.19.3 It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 9.19.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- 9.20 Indemnification. 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 Contract.
- 9.21 Multi-Year Contracts Contingent Upon Appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

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

- 9.22 Pre-Existing Regulations. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

9.23 Insurance

- 9.23.1 The Contractor shall secure, and shall require that subcontractor's secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract inclusive of the requirements in the solicitation documents:

Commercial General Liability Insurance including all extensions-
Not less than \$1,000,000 each occurrence;
Not less than \$1,000,000 personal injury;
Not less than \$1,000,000 products/completed operation
Not less than \$1,000,000 general aggregate
Workmen's compensation per statutory requirements

Fiduciary Bonding of Workers with access to credit card information

Professional liability insurance in an amount not less than \$1,000,000

9.23.2 All policies for liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University as and additional named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University and to the persons or property of employees, student, faculty members, agents, officers, regents, invitees or guest of the University.

9.23.3 Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy". Upon the request of the Procurement Officer, a certified true copy of each policy of insurance including the above endorsement manually countersigned by an authorized representative of the insurance company shall be furnished to the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A-" or better.

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

UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT

THIS Exhibit A to CONTRACT ("Contract") _____ is made as of this _____ day of _____, 2009 by and between _____, a corporation organized under the laws of the State of _____, with offices at _____, _____, _____, hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

Description of Scope of Work:

CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated _____, 2008, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____ By: _____

APPENDIX D
ELECTRONIC FUND TRANSFER SCHEDULE

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

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

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

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

APPENDIX D
MINORITY BUSINESS ENTERPRISE (MBE)
INFORMATION

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

PURPOSE

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

MBE GOALS AND SUB GOALS

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

OR

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

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

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

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

SOLICITATION AND CONTRACT FORMATION

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

(1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

(2) A completed MBE Participation Schedule (Attachment B) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

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

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

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

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

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

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

ATTACHMENTS

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

Attachment A

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION

AFFIDAVIT

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

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

In conjunction with the bid or offer submitted to Solicitation No. 90726, I Affirm the Following:

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

OR

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

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

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

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

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

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

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment B
MBE Participation Schedule
(for submission with bid or proposal)

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

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

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

USE ATTACHMENT B CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ % \$ _____

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

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

Attachment C

OUTREACH EFFORTS COMPLIANCE Statement

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

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

2. Attached to this form are copies of written solicitations (with Bidding Instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs.
4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

- ☐ This project does not involve bonding requirements.
5. ☐ Bidder/Offeror did/did not attend the pre-bid conference.
☐ No pre-bid conference was held.

_____	By: _____
Bidder/Offeror Name	
_____	_____
Address	Name, Title

	Date

Attachment D

SUBCONTRACTOR PROJECT PARTICIPATION Statement

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

Provided that _____ is awarded the State contract in
conjunction with Solicitation No. _____, it and _____,
MDOT Certification No. _____, intend to enter into a contract by which
Subcontractor shall: (describe work) _____

No bonds are required of Subcontractor

The following amount and type of bonds are required of Subcontractor:

Prime Contractor Signature

By: _____
Name, Title

Date

Subcontractor Signature

By: _____
Name, Title

Date