UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL # 91029
FOR

MULTI-FACTOR STUDENT AUTHENTICATION PRODUCTS AND SERVICES

ISSUE DATE: AUGUST 13, 2012

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

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
3501 University Boulevard East, Room ADMIN 2344
Adelphi, Maryland 20783
www.umuc.edu
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Issue Date: August 13, 2012

Questions Regarding Solicitation Due: August 20, 2012

**Letter of Intent to Respond:** no later than August 29, 2012 by 5:00 pm (may be submitted electronically by this date and time)

**Scheduling of Demonstrations:** Based on the Proposer’s Letter of Intent to Respond, the University starts scheduling the Contractor Demonstrations which will consist of a System Overview and Feature Highlights of their proposed system

**Initial Technical Proposal:** August 31, 2012, on or before 3:00 pm

**Demonstrations of Authentication Product:** week of September 4-7, 2012 (to be scheduled at the convenience of UMUC)

Anticipated Date of Notification following the Demonstrations regarding shortlist: September 10, 2012

**Pilot Programs of shortlisted firms:** fully implemented by October 22, 2012 (Start of OL3 classes)

Questions regarding Second Phase Technical Proposal due: September 20, 2012

**Second Technical Proposal Due from shortlisted firms:** September 28, 2012 on or before 3:00 pm (Only shortlisted firms based on the demonstrations will be invited to submit a technical proposal.)

**Oral Presentation/Discussion On-site Meetings:** To be scheduled by Issuing Office October 15 and/or 16, 2012 (Only shortlisted firms will be invited to these sessions; Proposers should set aside both dates in their entirety.)

Anticipated Price Proposal Due Date: November, 2012 (Date and time TBD)

Contractor(s) Selection finalized: December 2012/January 2013

Agreement fully executed with selected Contractor: January 2013 (Projected)

Contract Commencement: January 2013 (Projected)
REQUEST FOR PROPOSALS
FOR
MULTI-FACTOR STUDENT AUTHENTICATION PRODUCTS AND SERVICES
SECTION I:
GENERAL INFORMATION

1. Summary:

1.1 **Objective.** UMUC is seeking multiple vendors to provide identity authentication solutions. Refer to Section II for Requirements and Section III for the procurement process.

1.2 **Background.** Founded in 1947, University of Maryland University College (UMUC) is one of 11 degree-granting institutions in the University System of Maryland (USM). Headquartered in Adelphi, Maryland, UMUC is a global university, serving more than 92,000 students worldwide, including 55,000 active-duty military service members, reservists, veterans, and their family members. It is the largest public university in the nation and one of the largest educational providers to the U.S. military. UMUC has been growing consistently for the past several years and, unlike many traditional higher educational institutions, has been running a budget surplus. It is the intent of UMUC management to accelerate profitable growth while maintaining high quality. The significant gap in higher education attainment in the USA can be partially addressed by UMUC services, and it is our mission to boldly do so.

Since its founding, UMUC has focused on the unique educational and professional development needs of adult students—students who must balance the demands of full-time jobs, military service, family, and community responsibilities. The University strives to offer students maximum convenience and flexibility in pursuing their education. Currently, UMUC offers an array of career-relevant programs fully online, on-site, and in a hybrid format that combines online and on-site study. On-site classes and services are offered in more than 20 locations across Maryland, Virginia, and Washington, D.C. as well as in 28 countries and territories around the world. Please visit [www.umuc.edu](http://www.umuc.edu) for more information about UMUC.

1.3. Procurement of the Multi-Factor Student Authentication Products and Services will consist of:
   a. Letter of Intent to Respond Letter;
   b. Initial Phase Technical Proposal;
   c. Demonstration of the authentication product(s) being offered;
   d. Implementation of Pilot Programs by shortlisted Proposers;
   e. Second Phase Technical Proposal Submittal;
   f. Oral Presentation/Technical Information and System Administration Discussion Sessions
   g. Price Proposal Submittal

See Section III for further details. Upon selection of the providers of Multi-Factor Student Authentication Products and Services, a UMUC contract (See Appendix C) will be fully executed with the successful firm(s).

1.4 The University anticipates the award(s) per the Solicitation Schedule.
2. **Issuing Office:**

2.1. The Issuing Office is:

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

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

Or Vera Jones  
Coordinator  
(301) 985-7006  
vera.jones@umuc.edu

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

3. **Questions and Inquiries:**

All questions and inquiries regarding this procurement are to be directed to the individuals referenced with the Issuing Office above. All such questions and inquiries must be received by the dates established for each phase of the procurement per the Solicitation Schedule. It is preferable that questions be submitted via e-mail to the two people identified in Paragraph 2 above. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer.

4. **Pre-Proposal Conference.**

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

5. **Addenda Acknowledgment.**

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

6.1. **Initial Phase of the Procurement** – Refer to Section III, Article 1 for details regarding this initial phase:

6.1.1 A “Letter of Intent to Respond” committing the Proposer to submit an Initial Technical Proposal and conduct a Demonstration, and, **if shortlisted to set up a Pilot Program at no cost to UMUC** must arrive at the Issuing Office by the date and time established in the Solicitation Schedule in order to be considered. **The Letter of Intent may be submitted electronically to the Issuing Office.** The original hard copy of the Letter of Intent MUST be submitted to the Issuing Office as part of the Initial Technical Proposal. Upon receipt of the Letter of Intent, either electronically or in hard copy, the Issuing Office will begin scheduling the Demonstration Sessions.

6.1.2 **Initial Phase Technical Proposal:** The Initial Phase Technical Proposal is to be provided to the Issuing Office in accordance with the Solicitation Schedule. One (1) original and ten (10) copies (for a total of 11 sets) and one CD or Flashdrive (PDF format) of the Initial Technical Proposal is to be provided by the due date and time per the Solicitation Schedule. Proposers are requested to clearly mark the “original” set of the Initial Technical Proposal. By providing to UMUC the Initial Technical Proposal on a CD or Flash drive, the Proposer grants the University the unlimited right to generate additional either electronic or paper copies for distribution solely for the purpose of evaluation and review.

6.1.3 **High Level Demonstrations of the proposed/offered products and services.** Refer to the Solicitation Schedule for the schedule.

6.2 At the completion of the Demonstrations of the offered products, a **setup/implementation of a Pilot Program** will be requested by UMUC of all shortlisted firms. Pilot Programs will be implemented at no cost to UMUC and must be fully implemented for use by UMUC students, faculty, and staff per the Solicitation Schedule. **As well, all shortlisted firms will be requested to submit an original and ten (10) copies (for a total of 11) and one CD or Flashdrive (PDF format) of the Second Phase Technical Proposal.** Refer to the Solicitation Schedule for the anticipated due date of Second Phase Technical Proposals to the Issuing Office. By providing to UMUC the Second Phase Technical Proposal on a CD or Flash drive, the Proposer grants the University the unlimited right to generate additional either electronic or paper copies for distribution solely for the purpose of evaluation and review.

6.3. **Price Proposals are not requested at this time.** At the completion of the technical evaluation, unless another time frame is directed by the Issuing Office, Price Proposals will be requested of all final short listed firms. An original and two (2) copies (for a total of 3) of the Price Proposal are anticipated to be due to the Issuing Office per the Solicitation Schedule. Proposers will be requested to clearly mark the "original" set of the Price Proposal.

6.4. **LATE PROPOSALS CANNOT BE ACCEPTED.** Letters of Intent and Proposals are to be delivered to the University's Strategic Contracting Office, University of Maryland University College, 3501 University Blvd East, Administration Building, Room 2344, Adelphi, MD 20783-8044. The University recommends against use of mail or delivery services which will not guarantee delivery directly to Room 2344. Letters of Intent and/or Proposals delivered to the
campus central mail facility or to locations other than Room 2344 will not be considered "received" by the University's Procurement Office until they arrive at Room 2344 and are clocked in. The University will not waive delay in delivery resulting from need to transport a letter of intent and/or proposal from another campus location, or error or delay on the part of the carrier.

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

6.6. UMUC’s Administration Building which is part of UMUC’s Adelphi Headquarters, in which the Strategic Contracting Office is located, is adjacent to the parking garage (across Drazek Circle where the wooden arbors are located) and 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. In order to access the Strategic Contracting Office Proposers will be required to sign in with the security guard in the main lobby of the Administration Building. The security guard will then contact the Strategic Contracting Office so that a UMUC employee is able to escort the Proposer or courier to the Strategic Contracting Office. Vendors must allow sufficient time in delivering responses to solicitations to ensure timely receipt by the Issuing Office. Directions to the Administration Building are available at www.umuc.edu.


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/mb/index.html.

8. Living Wage Requirements

This RFP is subject to Living Wage requirements and is considered a Tier 1 Contract. Effective September 27, 2011, Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least $12.49 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. Refer to the contract in Appendix C as well as the solicitation terms and conditions in Appendix S of this solicitation regarding Living Wage requirements. The Living Wage Affidavit is required to be submitted with the Price Proposal. (See Appendix B.)

9. Contractual Agreement.

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the offeror as Contractor and the University in the form of a University Contract and shall contain the mandatory provisions included herein in Appendix C as well as any additional terms required by the University of the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C and will execute a contract in this form upon request by UMUC. For accounting purposes only, UMUC will also issue a purchase order to the awarded firm.
10. Term of Contract.
Any contract arising from this RFP action shall commence on the date the contract is executed on behalf of UMUC, or such other date as UMUC and the Contractor shall agree. The term of the contract will be from the execution of the contract by UMUC for approximately three (3) years ending on June 30th to be in accordance with UMUC’s fiscal year. (For example, if awarded in January 2013, contract would be through June 30, 2016, and so on.) Thereafter, UMUC, at its sole option, may enter into multiple renewal periods, the sum of which will not exceed five (5) years.

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

12. Proposal and Contract Security
Not applicable to this procurement.

13. 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.

END OF SECTION I
SECTION II

SCOPE OF WORK/REQUIREMENTS
SECTION II
REQUIREMENTS

General. UMUC is seeking multiple vendors to provide identity authentication solutions.

UMUC has been actively monitoring, piloting, and implementing new processes to improve the integrity of our academic programs. Technical and non-technical approaches have been adopted to continually improve UMUC’s ability to ensure integrity. Long before the 2008 Higher Education Opportunity Act (HEOA) required distance education institutions to have formal processes to validate student identity, UMUC has been consistently self-motivated to lead the way in the continuous pursuit of raising the quality of identity authentication. UMUC recognizes that significant improvements have been achieved within the suite of identity authentication technologies that UMUC first studied and piloted from 2008 - 2010. Correspondingly, an overall rapid advancement in internet infrastructure as well as personal computing have occurred to provide new opportunities to make further progress in identity authentication and academic integrity. UMUC seeks solutions that can seamlessly improve user identity proofing and authentication, support online exam proctoring, detect plagiarism, and ultimately deter fraudulent behavior. UMUC understands that no one solution can meet all of these needs and thus multiple solutions will be required. Accordingly, UMUC intends to fully implement a portfolio of new technologies and welcomes all proposals that can fulfill one or more of the following needs.

The key needs are:

1. Random identity authentication during a user’s academic career and at prescribed times or events.

   The solution must have the ability to randomly authenticate students at various points during their courses. This authentication may take the form of a Boolean authentication process, where a student cannot proceed unless they are able to authenticate, or may provide a qualitative identity proofing score.

2. Authenticate students who are taking exams online.

   The ability to validate identity at several times during the exam. These mechanisms may include identity authentication, keystroke or other biometric measures, remote proctoring of an exam session, or other mechanisms.

3. Plagiarism detection
The proposed solutions must adhere to UMUC’s commitment to improve overall academic quality without affecting the student experience and disrupting the learning process. Thus the chosen solutions should be:

1. Affordable
2. Unobtrusive (i.e., no impact on teaching or learning).
3. Compliant with federal privacy laws (e.g. the Buckley Amendment of 1974)
4. Easy to use
5. Immediately well received and viewed favorably as an additional protection to academic achievement by the vast majority of well intended students. Students should not feel the software is intrusive or risking their privacy in any way.
6. Require minimal to no software installation on the part of our students.
7. Support UMUC staff in the conduct of an identity investigation through manual or automated processes.

8. **SCOPE OF WORK**

8.1 DESCRIPTION/PURPOSE: The University is seeking multiple solutions for authenticating the identity of students who register for and participate in online courses and programs. The University may or may not purchase all authentication solutions submitted by a Proposer for consideration, so the proposed products and/or services must not be dependent on each other for functionality and must be able to be purchased separately.

8.2 MULTI-FACTOR IDENTITY FUNCTION: The University currently protects student identity via secure login/passwords by utilizing single sign-on architecture. UMUC is seeking to enhance this architecture by utilizing multi-factor security functions with more than one means of authenticating identity.

8.3 DATA COLLECTION AND STUDENT PRIVACY: UMUC is committed to protecting the privacy of students and the security of their personal data. The University is seeking a solution that its students will not perceive as intrusive or an encroachment on their privacy.

8.4 SCALE: The University of Maryland University College is a global institution with students and faculty located in the United States, in Europe and Asia, and other parts of the world.

8.5 PRICING MODEL: The University is seeking a cost-effective model that would allow the University unlimited use with respect to each student or would allow for scientific sampling at reduced cost. The proposer’s pricing model may be based on the number of students, number of courses, or some
other quantifiable attribute. (Note: There is to be no price quotation provided in the Demonstration, Pilot Program, or Technical Proposal submittal.)

8.6 MULTIPLE COMPUTERS: The University is seeking a solution that ensures identity authentication while accommodating students using different computers, keyboards, computer mice, etc.

8.7 REPORTING/ADMINISTRATIVE FUNCTION: The University requires a solution with robust, timely, and flexible reporting capabilities. The proposer will be required to generate reports at the University’s request.

8.8 TECHNICAL INTEGRATION: UMUC currently relies upon several different systems for student data, including databases for personal/financial information, online learning, and exams. To the extent that the proposed solution requires integration with one or more University systems, proposers should demonstrate willingness and expertise to engage with UMUC teams in technical integration.

8.9 SUPPORT: The proposer shall offer a solution that minimizes the need for technical support. User friendly self-help and intuitive functions should to used the greatest degree possible for use by students, faculty, and staff. There will be a minimum need for training or orientation in the solution offered by the proposer.
SECTION III

PROCUREMENT PHASES AND EVALUATION PROCESS
SECTION III

PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS

SECTION III

ARTICLE 1 – INITIAL PHASE OF THE PROCUREMENT

LETTER OF INTENT TO RESPOND NOTIFICATION
INITIAL TECHNICAL PROPOSAL
DEMONSTRATION OF OFFERED PRODUCT(S)

1. Letter of Intent to Respond Notification: Proposers are to send a “Letter of Intent to Respond Notification” (herein referred to “Letter of Intent”) to the Procurement Officer (See contact information under Section I, Paragraph 2 Issuing Office).

The Letter of Intent is to provide the Company’s Name and Address as well as provide the name, title, and contact information (direct phone number including extension and email address) of the appropriate Contact Person for purposes of the solicitation and the vendor’s response to the solicitation.

It is also to state the Proposer’s intent to:

a. Submit an Initial Technical Proposal by the due date and time established in the Solicitation Schedule;

b. Demonstrate its offered authentication product(s) at a date and time convenient to UMUC;

c. That the Proposer has sufficient staff and technology resources the week of September 4-7, 2012 for such Demonstrations and affirm their understanding that the demonstrations will be scheduled at the sole convenience of UMUC; (Proposers MAY state an order of preference for the date of the Demonstration, but UMUC cannot guarantee accommodation of such requests.)

AND, if shortlisted following the Demonstrations,

d. Implement its product in a Pilot Program, at no cost to UMUC, per the Solicitation Schedule,

e. Submit a Technical Proposal per the Solicitation Schedule and in accordance with Section III, Article 2 of the solicitation document.

The Letter of Intent may be sent to the Procurement Officer electronically, however, the original hard copy of the Letter of Intent MUST be provided in the original copy of the Initial Technical Proposal and received by the Issuing Office by the due date and time stated in the Solicitation Schedule.

2. Initial Technical Proposal: Refer to the Solicitation Schedule for due date for the Initial Technical Proposal (Proposal-1). Proposal-1 will be considered by UMUC as an Offer from the Proposing Firm.

The Proposal-1 should be prepared in a clear and concise manner. The contents of this Proposal-1 must address the following items 2.1 through 2.3, and additionally, must include a copy of the firm’s software license agreement (or other agreement) for the pilot program and the appropriate completed forms as indicated in item 2.5 and 2.6. Contractors are requested to compile their Proposal-1 in the same order. Failure to include any of the items listed may result in the Proposal-1 being found non-responsive and/or will affect the evaluation of your firm’s Proposal-1 response.
The Proposal-1 submitted in response to this Solicitation must demonstrate that the Proposer has an appropriate product and sufficient expertise and experience to meet UMUC’s requirements.

It is the Contractor’s responsibility to tailor its response to demonstrate its expertise and qualifications to perform the scope of work specifically for UMUC.

For ease of use by UMUC, Contractors are asked to paginate the Proposal-1 and are requested to provide tabs to separate responses to each of the technical criteria.

In no more than fifteen (15) pages including all appendices (but excluding the Financial Attestation, Pilot License Agreement, Bid/Proposal Affidavit and Receipt of Addenda Form), the Proposing Contractor is to provide the following:

2.1 Product and Service Description: A brief description of the proposed Multi-Factor Authentication Product and Services.

2.2 Evidence of provision of similar and relevant experience providing the Multi-Factor Authentication Product and Scope of Services per Section II of this solicitation.

- The Proposing Master Contractor is to provide evidence of two (2) relevant clients where the proposed Multi-Factor Authentication Product(s) and Services similar to those requested by UMUC are being (or have been) provided. The implementations of the proposed product are to be complete and fully implemented (not just as pilot programs, but product is actually fully implemented and in use following any pilot programs, evaluation, or test environments that were conducted by the client.) One (1) of the client references must be in use by the client for a minimum of six (6) months from the end of the pilot program/testing phase. (Higher consideration will be given if this is the case for both clients.) Use client and short case studies to illustrate performance examples of those that the Proposer deems are the best examples of prior or current clients. These contracts should be relevant in size, scope and complexity to the University of Maryland University College’s requirements. Sufficient description of the authentication products and services provided is to be included so that UMUC may evaluate the similarity and complexity as compared to UMUC’s needs. Client name, address, contact person, email address, and telephone number including area code and extension of contact person are to be provided for the contracts provided.

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

- Provide a brief description of multi-factor authentication products and related services provided or being provided to UMUC and other University System of Maryland (USM) institutions or Maryland State Agencies. Past performance with UMUC and/or other USM institutions or Maryland State Agencies may be factored into the initial technical evaluation.

- UMUC reserves the right to check any available reference sources, including past performance with UMUC, even if not provided as a reference by the Proposing Contractor.
2.3 **Company Profile:** The Proposer is to provide a narrative regarding the Company Profile, to include the following elements:

- An organization chart of the company showing parent company and any affiliates as well as where company that will be servicing UMUC is found on the organization chart
- Address of firm’s headquarters, nearest offices, and branch offices
- Address of the office that will be serving UMUC
- Size of the company as measured by facility and staff resources available;
- A brief history of the firm including how long firm has been in business and number of years providing the proposed authentication products and services;
- Total number of employees in the firm; and also by branch; type of employees (ie, Executives, Project Managers, Technical Support,) available
- Products and Services company provides
- Target client markets
- Number and List of higher education clients
- **Annual Sales Volume** for company and the branch office which will service the University on a per year basis for the last three (3) years [2009, 2010, and 2011; or 2008, 2009, 2010].
- **Annual Sales for Proposed Product Implementations**
- **Financial Attestation:** Firms shall provide a statement or attestment of its financial condition to confirm that it has adequate financial resources to support its Technical Proposal response. Such statement and/or attestation may include: a) financial statements (unaudited) for the past three (3) years; b) audited financial statements for the past three (3) years; c) prospective of publicly traded firms; d) letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement; or e) any other documentation that firm feels adequately attests to its financial resource viability. (It is acceptable that such documentation be provided solely in the original copy of the Technical Proposal.)

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

2.4 **Software License/Agreement for a Pilot Program** that does not conflict with UMUC’s standard terms and conditions of contract

2.5 **Bid/Proposal Affidavit – Form:** State and USM Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in Appendix A-1.

2.6 **Acknowledgement Of Receipt Of Addenda Form:** If any addenda to the solicitation documents are issued prior to the due date and time for Proposal-1, this form (found in Appendix A-1) is to be completed, signed, and included in the Proposing Contractor’s Proposal-1.
3. **Signing of Letter of Intent and Initial Technical Proposal:** The Letter of Intent (see Paragraph 1 above) and the Initial Technical Proposal (see Paragraph 2 above), if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

4. **Demonstration Session:** Upon receipt of the Letter of Intent, UMUC will begin scheduling the Demonstration Session which will consist of a System Overview and Feature Highlights of the offered product and/or system. See the Solicitation Schedule for the anticipated dates for such scheduling. Demonstrations will be scheduled at UMUC’s sole convenience. The actual date and time will be verified with the applicable Proposers at the time the Demonstration is requested. Proposers are advised to set these dates aside so as to avoid any conflict. Approximately fifty (50) UMUC staff representing Information Technology, Instructional Support and Services, Faculty, and Academic Administrators/Executives will be invited to attend the Demonstration Sessions in person, although a webinar may also be utilized to allow remote participation by some UMUC attendees. The Demonstrations will be recorded by UMUC and may be posted in a secure electronic space for access by UMUC participants in this procurement. Each Proposer will have a total time of ninety (90) minutes for the Demonstration Session. Of this time, sixty (60) minutes are reserved for the Demonstration and a minimum of thirty (30) minutes are reserved for Questions and Answers. The format of the Demonstrations will be provided with the written request to conduct the Demonstration.

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

5. **Evaluation of the Initial Technical Proposal and the Demonstrated Product(s):**

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

5.2. **Qualifying Proposals**

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

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

5.3 Initial Technical Evaluation

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and determining those proposals that are susceptible of the award. The decision for continuation in the procurement process (or further shortlists) will be made by the strengths, weaknesses, advantages, and deficiencies of the proposal. If used in the evaluation process, numerical point scores will be useful guides but will not be the sole factor in determining the susceptibility of the award.

The criteria that will be used by the committee for the initial technical evaluation of the proposals for this specific procurement are listed above in Section III, Article 1, Paragraphs 2.2 through 2.3. Each committee member will evaluate the proposals and the demonstrated product(s) on each major criterion. The order of importance of the technical criteria is as follows:

1) Multi-Factor Authentication Product/Services (including the Demonstration)
2) Evidence/Experience of Providing Similar Products
3) Company Profile

5.4 Following the Demonstration Sessions, feedback will also be obtained by the Evaluation and Selection Committee from the UMUC participants in attendance at the Demonstration Sessions (or who reviewed the demonstration remotely or in the secure electronic space) as to the viability and interest of the proposed authentication products. This feedback will be factored into the evaluation.

5.5 Proposed authentication products and/or systems evaluated by UMUC to be viable and of further interest (i.e. “shortlisted” or “susceptible of the award”) will progress to the next phase of the procurement (See RFP Section III, Article 2, Pilot Programs and Second Phase Technical Proposal Requirements.) All Proposers who submit an Initial Technical Proposal and demonstrate their product(s) to UMUC will be notified as to whether or not they are shortlisted. If used in the evaluation process of the Proposal-1 and demonstrated product(s), numerical point scores will be useful guides but will not be the sole factor in determining the susceptibility of the award.
SECTION III

PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS

SECTION III
ARTICLE 2- SECOND PHASE OF THE PROCUREMENT
PILOT PROGRAMS AND SECOND PHASE TECHNICAL PROPOSAL REQUIREMENTS

1. All shortlisted firms following the Initial Technical Evaluation will then be invited, at no cost to the University, to conduct a Pilot Program and submit a more detailed Second Phase Technical Proposal (Proposal-2).

2. **Pilot Programs.** All shortlisted firms following the Initial Technical Evaluation will then be required to implement its technology, at no cost to UMUC, in select UMUC courses for evaluation by UMUC users, including, but not limited to faculty, students, IT staff, and academic administrators. The pilot programs are to be fully implemented by the date noted in the Solicitation Schedule. The Proposer’s technology and functional staff will work under the direction of appropriate representatives of UMUC’s technology and functional staffs.

This pilot should show how the solution solves one or more of the key needs identified above. The pilot should showcase one or more of the following scenarios:

- Integration with UMUC’s learning management system in a course context. The pilot should show how an instructor or university administrator would use the authentication technology to detect potentially fraudulent student behavior and alert or report this behavior. UMUC will provide a sandbox course environment for the vendor to integrate with.
- Integration with UMUC’s Single Sign-on environment as a secondary or multi-factor authentication method. UMUC will provide technical details and a test environment of its SSO infrastructure for the vendor to integrate with. The solution should demonstrate how it would allow UMUC to achieve Federal e-Authentication Level 2 or above, and/or InCommon Federation Silver Identity Assurance.
- Integration with UMUC’s Student Information system. The pilot should demonstrate how the technology can be integrated into various business processes, such as student payment, student account access/updates, financial aid award processes or other high-risk activities.

These pilots should run for a minimum of six weeks. UMUC intends the course context scenario to be conducted during an actual UMUC class.

At the conclusion of the pilot, UMUC will survey participants on the following data points:

- Ease-of-use of the technology including any installation required, ability to access on multiple platforms, devices and/or browsers.
- Level-of-effort of integration with UMUC systems.
- Ease-of-use of the enrollment and identity proofing methods used by the solution.
- Incidence of false positives.
- Usefulness of data and reporting mechanisms.
- Quality of support provided by the vendor during the pilot.
3. **Second Technical Proposal (Proposal-2) Requirements.** All shortlisted firms following the Demonstration Sessions will be requested by UMUC to submit a Proposal-2. Proposal-2 will be considered by UMUC as an Offer from the Proposing Firm.

   3.1 **Transmittal Letter.** A transmittal letter prepared on the Proposer’s business stationery must accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief, but shall list all items contained within the Proposal-2 as defined below. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial, contained in the proposal.

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

   3.3 **Signing of Forms.** The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

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

The Second Technical Proposal should be prepared in a clear and concise manner. It should address all appropriate points of this RFP except price information. The contents of this volume must address the following items, as indicated below, and additionally, must include the appropriate completed forms or responses as indicated in items 4.1 through 4.7 as listed below. Offerors must paginate the Second Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria.

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

4.1 **Executive Overview.** The proposal must begin with an Executive Overview. This summary is for introductory purposes and will not be considered as part of the evaluation process. It is the Proposer’s responsibility to tailor its response to demonstrate its qualifications to perform the scope of work as indicated in items 4.2 through 4.7 below. Proposers are requested to compile their proposals in the same order as listed below.

4.2 **Software Product and Approach to Providing the Scope of Services:**

   4.2.1 **Product:** Provide a narrative description as well as answer the specific questions in the Questionnaire in Appendix A-2 regarding the identity authentication product that is being proposed to meet the University’s needs. Proposers are to describe the proposed product’s
functionalities and technical requirements (hardware and infrastructure) and how the product meets the University’s specifications and requirements.

Note: As well, the University reserves the right to conduct site visits to current clients using the proposed product. Refer to Section III, Article 3 regarding site visits.

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

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

4.2.2.1 Provide the name and summary qualifications (education, employment history, client relationship history with the Proposing Firm and any other applicable employers) of the Project Executive, the Account Representative, and the Lead Technical Engineer to be assigned to UMUC. Applicable client experience in the role to be assigned to UMUC should be provided For each similar experience include client contact name, title, role on the contract, phone number (including area code and extension numbers) and e-mail address. Proposers are to provide this information as part of the Technical Proposal; however, UMUC may only check Key Personnel references only of the final shortlisted Proposing Firms. UMUC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer.

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

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

4.2.4 Schedule and level of effort for the proposed Contractor’s staff – Provide a high level schedule recommended for the phased implementation of the identity authentication solution.

Note: It is UMUC’s intent that initially the authentication solution be implemented for use by a very small population of students by January 2013 (the start of the Spring Term). Following the initial implementation, there would be a collaborative assessment conducted by the Contractor and UMUC of “lessons learned” resulting in a mutually developed work plan for a phased global implementation beginning for the Fall Term of 2013.
**Note: The notes in Section 4.3.1. regarding references also apply to the references provided for the Key Personnel in response to Section 4.2.2.1 above.**

4.3 Firm Experience: Proposers are to provide a narrative on ADDITIONAL current or recently completed (within the last 3 years) contracts with other institutions and/or companies where the proposed authentication solution has been implemented or is currently being implemented that he/she deems similar to the contract required by UMUC. (Preferably a minimum of two (2) additional references, different from those provided in Proposal-1, are to be provided.) Contracts should be of similar size, scope, and complexity to this proposed contract. In order to be considered for evaluation the following must be in evidence:

- The contracts provided in Proposal-2 as similar experience must be implementations for the same proposed multi-factor authentication product/solution;

- It is highly desirable that significant experience in online Higher Education Experience or similar mission critical technology applications is in evidence.

4.3.1. – Firm References - For each of the contracts provided in 4.3.1 above, a client contact including name, title, role on the implementation of the product or ongoing use of the product, phone number (including area code and extension numbers) and e-mail address is to be provided. Proposers are to provide this information as part of the Technical Proposal, however UMUC may check references only of the contracts/projects of the final shortlisted Proposing Firms. UMUC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. UMUC also reserves the right to check references of those clients provided in Proposal-1.

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

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


4.6 Acknowledgement of Receipt of Addenda Form:

If any addenda to the RFP documents are issued prior to the due date and time for proposals, this form (found in Appendix A-2) is to be completed, signed, and included in the Proposer's Technical Proposal.
4.7 **Acknowledgement of Review of UMUC Contract Terms and Conditions**: Per Section I, Paragraph 9: The Proposer is to warrant that they have reviewed Appendix C and will execute a contract with these mandatory terms and conditions upon request by UMUC, as may be negotiated. Any exceptions to the Contract are to be noted. Proposer is to also acknowledge that UMUC is under no obligation to accept such requested exceptions and, as a result of such exceptions, may elect to find the Proposer not susceptible of the award(s) of the Contract(s).

5. **Submittal**

Proposers must submit the required number of copies of his/her proposal by the closing time and date specified in the Solicitation Schedule. Late submittals cannot be accepted.

END OF SECTION III, ARTICLE 2
SECTION III
PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 3

ORAL PRESENTATIONS
TECHNICAL INFORMATION AND SYSTEM ADMINISTRATION DISCUSSIONS
SECOND PHASE TECHNICAL EVALUATION

1. Oral Presentation/Technical Information and System Administration Discussion Sessions

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

The date and time of the Discussion Sessions will be set by the University upon completion of the initial technical evaluation, however, these sessions are anticipated to be held per the Solicitation Schedule. Proposers are advised to set these dates aside in their entirety on the Executive-in-Charge’s, Project Manager’s, and Lead Architect/Designer’s calendars accordingly to avoid any conflicts. The actual time on one of these dates will be scheduled with the applicable Proposers at the convenience of UMUC at its sole discretion.

The purposes of the Discussion Sessions are as follows:

(i) to allow the University to meet the Proposer's key people and to allow these key people to convey their expertise and applicable experience;

(ii) to discuss/clarify any and all aspects of the Proposal in particular the proposed methodologies to achieve the scope of services, the project team organization, and the anticipated schedule and level of effort;

(iii) to provide an opportunity for UMUC’s technical engineers and functional administrators to explore the various technical systems and accesses required to address integrations with campus systems, and,

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

At this time, each Proposer will be required to have present the proposed key personnel (Executive-in-Charge, Project Manager, and Lead Architect/Designer) as indicated in the Proposer's technical proposal who will be responsible for the provision of services.

Separate Discussion Sessions on the same date may be scheduled to facilitate the various purposes and groups. For example, the technical staff from each party may meet separately from the functional administrators.
The Discussion Session forums will be informal as the University is not interested in solely a marketing presentation; rather, the University is requesting a discussion session with each of the shortlisted firms that allows ample time for the University and the Proposing Firm to ask questions and discuss issues/concerns related to the scope of the engagement and the firm’s capabilities/qualifications.

2. **Second Phase Technical Evaluation/Final Technical Evaluation**

2.1 **Evaluation and Selection Committee**

All Technical Proposals-2 received from the shortlisted Proposers will be reviewed and evaluated by the UMUC Evaluation and Selection Committee (“the Committee”). (Refer to RFP, Section III, Article 1, Paragraph 5.1.)

2.2. **Qualifying Proposals-2**

The Procurement Officer shall first review each proposal-2 for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor’s proposal-2. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Proposals-2 cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the University.

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

2.3 **Second Technical Evaluation**

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals-2 in accordance with the Evaluation Criteria. Proposals-2 are evaluated to determine which proposal(s) is(are) most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and determining those proposals that are susceptible of the award. The decision for continuation in the procurement process (or further shortlists) will be made by the strengths, weaknesses, advantages, and deficiencies of the proposal-2. If used in the evaluation process, numerical point scores will be useful guides but will not be the sole factor in determining the susceptibility of the award.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University’s best interest.
2.3.1 Following the review of the Technical Proposals-2 including the Discussion Sessions and the outcome of the Pilot Programs, a Second Phase Technical Evaluation will be conducted. In the Second Technical Evaluation all categories will be re-evaluated (including any applicable information provided in Proposal-1). As well, firm and key personnel references* will be incorporated.

The order of importance of the technical criteria will be as follows:

1. Ability to Execute One or More of the Pilot Scenarios
2. Software Product/Approach to Providing the Scope of Services/References of the Key Personnel*
3. Firm Experience/Firm Profile/Firm References*
4. Special and Unique Qualifications

*Note: It is UMUC’s intent to incorporate references of the Key Personnel and the Firm during the Second Technical Evaluation, however, UMUC reserves the right to further shortlist prior to incorporating such references if deemed in its best interest. It is UMUC’s intent to incorporate references of the Key Personnel and the Firm prior to establishing the final shortlist of Proposers.

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

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

2.3.5 Once a final shortlist of proposals is established, the University will rank the technical proposals from highest to lowest. If a numerical point scoring system is utilized, scores will be normalized, that is the highest ranked proposal will receive 100% of the available technical score with subsequently lower ranked proposals receiving proportionately lower scores.

END OF SECTION III, ARTICLE 3
SECTION III
PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 4
PRICE PROPOSALS/PRICE EVALUATION

1. Price Proposal

Price Proposals will be requested only from those Proposers whose technical proposals are shortlisted following the completion of the second phase technical evaluation.* An addendum will be issued at the time in which Price Proposals are requested to confirm the due date and time. The due date and time for price proposals is anticipated to be per the Solicitation Schedule. The Price Proposal must be submitted in a sealed envelope. One (1) original and two (2) copies (for a total of three) are to be submitted to the Issuing Office. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL".

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

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

It is the intent of the University that the Price Proposal will consist of quoting a not to exceed estimate of the fees for the three consecutive fiscal years.

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

Hourly rates will be requested of the assigned personnel and other professional services positions. These quoted hourly rates must be good for the first year of the contract. The University will consider adjustments on labor rates only based upon federal minimum wage increases and increases in the Consumer Price Index (CPI), as published by the Bureau of Labor Standards in February of the appropriate year, (i.e. for 7/1/14 renewal the University will look at the CPI published for February 2014, and so on). Requested increases above a 5% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit a request in writing to the UMUC Procurement Office sixty (60) days prior to the end of the initial term. The statement must specify any change in the hourly labor rate wage to be paid to employees during the renewal term. The University will not consider late requests for adjustments to the hourly rate. As well, increases are not cumulative for prior years; for example, if the successful contractor does not request an increase for the first renewal year and then requests an increase for the second renewal year, the Contractor cannot include a cumulative amount which includes the first renewal year.

Upon approval by the University, any such modified hourly rate will constitute the labor cost figure for the contract renewal period.
The University reserves the right to terminate this Contract with no penalty at any time upon giving thirty (30) days written notice.

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

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

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

2. Price Proposal Evaluation:

Price Proposals will be evaluated based on the not-to-exceed cost for three consecutive years of the services. Price Proposal will be include, but not be limited to, quoted licensing fees for all authentication products, including maintenance and support; hosting fees; and all required professional services. The University may elect to request Best & Final Price Proposal(s).

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

END OF SECTION III, ARTICLE 4
SECTIoN III
PROCuREMENt PHASEs AND EVALUATION PrOCESs

ARticle 5
FInAL EVALUATION/RANKING AND SELECTION

1. **Discussions.**

   The University reserves the right to recommend an Offeror for contract award based upon the Offeror's technical proposal and price proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

2. **Best and Final Offers.**

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

3. **Final Ranking and Selection**

   Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the University and the State of Maryland based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will have a greater weight than financial in the final ranking.

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

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

END OF SECTION III, ARtICLE 5

END OF SECTION III
APPENDIX A-1
INITIAL TECHNICAL PROPOSAL FORMS

Acknowledgement of Receipt of Addenda Form

Bid Proposal/Affidavit
BID/PROPOSAL AFFIDAVIT - March 2011

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

____________________________________________________________
____________________________________________________________
____________________________________________________________

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

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

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

____________________________________________________________
____________________________________________________________
____________________________________________________________.

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

____________________________________________________________
____________________________________________________________
____________________________________________________________.

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

____________________________________________________________
____________________________________________________________
____________________________________________________________.

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:
(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

(ii) The business' policy of maintaining a drug and alcohol free workplace;
(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

M. Repealed.

N. ACKNOWLEDGEMENT

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

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

Date: ____________ By: ___________________________ (Signature)

(Authorized Representative and Affiant)______________________________

(Printed Name)__________________________

(Proposer Name)__________________________

(Federal Identification Number)
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91029

INITIAL TECHNICAL PROPOSAL DUE DATE: August 31, 2012 AT 3:00 P.M.

RFP FOR: MULTI-FACTOR AUTHENTICATION PRODUCTS AND 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 Initial Technical Proposal.

__________________________________________________________________________
Signature

__________________________________________________________________________
Name Printed

__________________________________________________________________________
Title

__________________________________________________________________________
Date

END OF FORM
APPENDIX A-2

SECOND TECHNICAL PROPOSAL FORMS

Questionnaire

Acknowledgement of Receipt of Addenda Form
APPENDIX A
QUESTIONNAIRE

RFP 91029 IDENTITY AUTHENTICATION

DESCRIPTION/PURPOSE
1. In response to this solicitation, the proposer shall indicate whether it can provide a solution for electronic proctoring and/or plagiarism detection in addition to providing student authentication. The proposed product is to be clearly, but concisely, described.
2. If the proposer has the ability to perform electronic proctoring and/or plagiarism detection in addition to the authentication services, please describe your electronic proctoring and/or plagiarism detection solution.
3. Are the two (or more) authentication functions able to be purchased separately?
4. How are updates of the software solution provided to users? Are users required to implement an update?
5. How are later versions of the software solution made available to users and what are the implications to a user when a later version is available? Are users required to apply a subsequent version or does the proposer support prior versions?
6. How are end users trained on use of the solution?

IDENTITY AUTHENTICATION FUNCTION
1. The proposer should describe how its solution offers true user identity authentication.
2. In addition the proposer shall describe the range of triggers for a failed authentication or suspicious events and any additional security features it would have in place to detect and flag identity fraud.

DATA COLLECTION AND STUDENT PRIVACY
1. The proposer should describe its approach to ensuring student privacy during authentication and the types of data it shall collect from students.
2. If the proposer’s solution gathers biometric data, what are the biometrics measured?

SCALE
1. The proposer should describe any anticipated scalability issues to implementing its solution on a worldwide scale.
2. Since the authentication solution will be implemented at various phases on a staggered schedule, the proposer should describe any issues that may occur as the size of the student population requiring multi-factor authentication increases over time.

SYSTEM REQUIREMENTS
1. The proposer should describe any software and hardware needed to successfully use their products.
2. If software is needed, the proposer should explain the frequency of software updates.
MULTIPLE COMPUTERS
1. The proposer should explain how authentication is affected should a student use multiple computers.

REPORTING/ADMINISTRATION FUNCTION
1. The proposer should explain reporting options. How are results reported to users (students), faculty, and administrative staff?
2. Does the University have an option to customize reports?
3. The proposer should describe the range of behaviors that can be detected and flagged as suspicious and what factors trigger a suspicious behavior.
4. The proposer should describe the reports that their solution could generate for;
   - Failure to match one student authenticating at time of registration with attempt during the semester
   - Failure to match one student authenticating at multiple points during semester across multiple courses
   - Failure to match one student authenticating in two different semesters
   - Matches between two or more “different” students in a given semester or across semesters
   - Other scenarios the proposer can offer to demonstrate versatility of reporting function

TECHNICAL INTEGRATION
1. The proposer should describe its experience, expertise, and proposed technical approach to deliver the technical integration of its solution into UMUC’s IT infrastructure. The firm should clearly define areas of responsibility, implementation plan, timeline to complete, level of effort, and expected assistance from UMUC technical teams.

SUPPORT
1. The proposer should describe the level of technical support it is prepared to offer.
2. What form of level two technical support do you provide?
3. Who from the University would contact the proposer for technical support?
4. Proposer should explain how its solution handles a false negative reading and the process for addressing the error.
5. What resources would be required for such corrective actions?
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91029

SECOND TECHNICAL PROPOSAL DUE DATE: September 28, 2012 AT 3:00 P.M.

RFP FOR: MULTI-FACTOR AUTHENTICATION PRODUCTS AND 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 __
Addendum No. __ dated __

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

________________________________________
Signature

________________________________________
Name Printed

________________________________________
Title

________________________________________
Date

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

Dear Ms. Rolandelli:

The undersigned hereby submits the Price Proposal as set forth in RFP # 91029 dated August ____, 2012 and the following subsequent addenda:

Addendum ___ dated ______
Addendum ___ dated ______
Addendum ___ dated ______
Addendum ___ dated ______

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

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

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

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

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

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

Enclosure: Living Wage Affidavit

(Signatures should be placed on following page.)
The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

**A. INDIVIDUAL PRINCIPAL**

In Presence of Witness:_____________________________  FIRM NAME _________________________
ADDRESS____________________________________  TELEPHONE NO. _______________
SIGNED ___________________________________  PRINTED NAME _________________________
TITLE: _________________________________

**B. CO-PARTNERSHIP PRINCIPAL**

(Name of Co - Partnership)  ADDRESS_______________________
______________________________

In Presence of Witness:  TELEPHONE NO.________________________
______________________________  as to  BY _____________________
(Partner)

Printed Name: _____________________________
BY ______________________________
(Partner)

Printed Name: _____________________________
(Partner)

**C. CORPORATION**

(Name of Corporation)  ADDRESS_______________________
______________________________

Attest:

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

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

BY: ______________________________

Signature of Officer and Title

Printed Name

Title
Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. ____91023 – Portal User Experience Services ________________________________
Name of Contractor ________________________________________________________________
Address__________________________________________________________________________
City_______________________________ State________ Zip Code__________________________

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

B. ____________ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

— All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
— All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
— All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: ________________________________________________

Signature of Authorized Representative Date ____________________________________________________________________________

Title ____________________________________________________________________________

Witness Name (Typed or Printed) ____________________________________________________________________________

Witness Signature Date ____________________________________________________________________________
APPENDIX C

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

IT Professional Services Agreement

Contract Affidavit
CONTRACT

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

RECITALS

WHEREAS, the University issued a Request for Proposal - _(number and title)_______ on ______________, 2012, as amended from time to time (the “RFP”), to solicit a provider of a portal solution. Contractor submitted technical proposal dated XXXXX, as clarified on ___________, and price proposal dated XXXXXX and a best and final price proposal dated XXXXX and accepted by the University (“collectively Proposal”) in response to the RFP, and the University subsequently selected the Contractor as the awardee of this Contract.

NOW, THEREFORE, UMUC and _____________ agree as follows:

1. NATURE OF THE AGREEMENT

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

   a.
   b.
   c.
   d.

1.1 SCOPE OF WORK (Insert Scope of Work here)

2. DEFINITIONS

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

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

2.2 “UMUC Materials” means those Materials owned by UMUC and supplied to Contractor by or for UMUC in connection with the Services that may be required for the Work and the Deliverables. UMUC Materials specifically includes Materials which would be confidential or proprietary in respect to a private entity.
2.3 “Contractor-Owned Materials” means those Materials owned by Contractor which may be supplied by Contractor and/or licensed to UMUC in connection with the Services, Work and Deliverables.

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

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

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

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

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

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

2.10 Day or day – Calendar day unless otherwise specified.

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

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

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

3. TERM OF AGREEMENT

3.1 The term of this Agreement (the “Initial Term”) shall commence on the date of execution of this Agreement by UMUC continue through __________ unless otherwise extended or terminated as provided in this Agreement or as a matter of law.
3.2 UMUC at its sole discretion, may also elect to conduct trial programs and/or proof of concepts under this Agreement (“Pilot Program”). Following the trial program and/or proof of concept, UMUC may, but is not required to, elect to fully deploy the integrated Portal solution with the Contractor in a manner that serves its best interests. If, after conducting a trial or proof of concept, UMUC elects to continue with the full deployment of the Portal solution, negotiations between UMUC and the Contractor regarding the requirements of the full deployment including all applicable royalties, fees, work plan, and appropriate timeline will occur. UMUC makes no guarantee that such negotiations will occur. There may be fees related to the Pilot Program which will be negotiated between Contractor and UMUC on a case by case basis.

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

4. **PAYMENT TERMS**

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

4.2 **Invoicing**

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

4.2.2. Payments to Contractor pursuant to this Agreement shall be made no later than 30 days after UMUC’s receipt of a proper invoice from Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

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

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

4.5 **Electronic Funds**

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

5. **OWNERSHIP AND PROPRIETARY RIGHTS**

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

5.2 UMUC has the responsibility for providing Contractor with the copyright notice language to appear on websites, delivered course content and/or assessments, and on any related practice and/or demonstration materials. Contractor will have the responsibility for ensuring that the copyright notice language provided to Contractor by UMUC will appear as provided on any applicable materials. Any copyright notice language or other language acknowledging Contractor’s ownership or other legal rights of Contractor which appears on websites, course content and/or assessments, and in any practice and/or demonstrational materials will be limited to such language as is necessary to protect Contractor’s legal rights. Unless provided to Contractor by UMUC, no language acknowledging the legal rights of any third party shall appear on materials without the prior written consent of UMUC.

5.3 Contractor agrees to indemnify and hold harmless, and defend upon request UMUC, its officers, agents and employees with respect to any claim, action, cost or liability or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment or services under this Agreement and for a violation or breach of the provisions set forth in Sections 5 and 6 of this Agreement.

5.4 Notwithstanding anything in the Agreement to the contrary, any and all Deliverables shall be the sole and exclusive property of UMUC. Notwithstanding the foregoing, the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by Contractor prior to, or acquired during, the performance of the Scope of Work shall be Contractor-Owned Material.
5.5 Upon UMUC’s request or upon the expiration or termination of this Agreement, Contractor shall deliver or return all copies of the Work to UMUC. Contractor is permitted, subject to its obligations of confidentiality, to retain one copy of the Work for archival purposes and to defend its work product.

5.6 Contractor and UMUC intend this Agreement to be a contract for services and each considers any tangible work products identified as Deliverables (“Deliverables”) during the Term or Terms of this Agreement to be a work made for hire. If for any reasons the Deliverables would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign and transfer to UMUC, its successors, and assigns, the entire right, title and interest in and to the copyright and any registrations and copyright applications relating thereto and renewals and extensions thereof, and in and to all works based upon, derived from or incorporating the Deliverables, and in and to all income, royalties damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world. Contractor agrees to execute all documents and to perform such other proper acts as UMUC may deem necessary to secure for UMUC the rights in the Deliverables.

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

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

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

6.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance. Contractor may also share Confidential Information with its corporate affiliates and with agents and contractors who are bound by similar obligations of confidentiality and who need such information as part of Contractor’s performance under this Agreement.

6.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Agreement.

6.4 Contractor acknowledges and understands that UMUC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), the Gramm Leach Bliley Act (“GLBA”), or the Maryland Public Information Act (“PIA”), including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively the “Privacy Laws”). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by UMUC’s employees. Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws and as a “school official” under FERPA. The Contractor further agrees that it is subject to the requirements governing the use and redisclosure of personally identifiable information from education records as provided in FERPA.

6.5 Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, Contractor shall immediately notify UMUC, and before disclosing such information shall allow UMUC reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

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

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

6.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor’s possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

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

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

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

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

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

6.14 In addition to the exceptions set forth in 6.9 above, neither party shall be obligated to maintain any information in confidence or refrain from use, if: (a) the information was lawfully in the receiving party’s possession or was known to it prior to its disclosure from the disclosing party as shown by written records; (b) the information is, at the time of disclosure, or thereafter becomes, public knowledge without the fault of the receiving party; or (c) disclosure is required by subpoena or pursuant to a demand by any governmental authority.
6.15 Except as specifically permitted by this Agreement, Contractor acknowledges that any unauthorized use, reproduction or disclosure of UMUC’s Proprietary and Confidential Information and Property could result in irreparable injury to UMUC and further agrees that there may be no adequate remedy at law for any breach of its obligations hereunder and upon any such breach or any threat thereof by Contractor, UMUC will be entitled to seek appropriate equitable relief, including immediate injunctive relief and monetary damages resulting from material breach of the terms of this Section, as well as any other rights and remedies that may be available to UMUC by law.

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

7. REPRESENTATIONS AND WARRANTIES

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

7.2 Compliance with Laws

Contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;

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

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

7.3. Software

Contractor hereby Warrants and Represents

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

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

C. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.
D. Contractor has used industry standards for vulnerability testing and software quality code reviews to ensure that software is free of any and all "time bombs," computer viruses, copy protect mechanisms or any disclosed or undisclosed features which may disable Contractor software or render it incapable of operation (whether after a certain time, after transfer to another central processing unit, or otherwise).

E. If hosted services, the Contractor hereby warrants and represents:

**Software Warranty.** The Contractor warrants that Contractor has used industry standards for vulnerability testing and software quality code reviews to ensure that computer software purchases, as delivered, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Contractor-selected conditions, or manually on the command of Contractor.

**Security.** Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services.

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

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

8. **INSURANCE**

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

- Commercial General Liability Insurance including all extensions-
- Not less than $1,000,000 each occurrence;
- Not less than $1,000,000 personal injury;
- Not less than $1,000,000 products/completed operation
- Not less than $1,000,000 general aggregate
- Workmen’s compensation per statutory requirements
- Professional liability or Technology Errors and Omissions insurance in an amount not less than $1,000,000
Limits of insurance may be achieved either singularly or by combination of applicable coverages.

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

8.3 Contractor will take commercially reasonable and practical steps to ensure that each insurance policy contains endorsements, identical to, or as close to the following: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer thirty-days (30) in advance of the effective date of any reduction in or cancellation of this policy". Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A-or better".
9. INDEMNIFICATION

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

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

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

9.4 UMUC shall not assume any obligation to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this Agreement.

10. SOFTWARE

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

10.2 If an Escrow Agreement is executed, CONTRACTOR, as an obligation under this Agreement, shall perform its obligations under the Escrow Agreement.
11. **LIMITATION OF LIABILITY**

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

12. **TERMINATION**

12.1 **Termination for Default** If the Contractor fails to fulfill its obligation under this Agreement, properly and on time, or otherwise violates any provision of the contract, UMUC may terminate the Agreement by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished Deliverables provided by the Contractor shall, at UMUC’s option, become the UMUC’s property. UMUC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and UMUC can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

12.2 **Termination for Convenience** The performance of work under this Agreement may be terminated by the UMUC, in accordance with this clause in whole, or from time to time in part, whenever the UMUC shall determine that such termination is in the best interest of UMUC. UMUC will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. In the event that UMUC terminates under this provision, UMUC and Contractor agree that Contractor is entitled to retain the balance of the prepaid annual license fee or one year of any prepaid annual license fee, whichever is less, as reasonable costs associated with the termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

13. **Americans with Disabilities Act**

Contractor assures UMUC that it shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) as well as all applicable federal and state laws and regulations, guidelines and interpretations including but not limited to the National Rehabilitation Act Section 508 issued thereto.
14. Non-Discrimination in Employment

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

15. MISCELLANEOUS TERMS

15.1 Publicity/Use of Name and Logo

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

B. Intentionally Omitted

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

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

15.2 Notices

Notices under this Agreement will be written and will be considered effective upon personal delivery (email delivery is not considered personal delivery and any notice delivered via email must be followed up in physical form) to the person addressed or five (5) calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other party as follows:

If to UMUC: 3501 University Boulevard East, Suite ICC-3120
Adelphi, Maryland 20783 USA

If to Contractor:

15.3 Delays and Extension of Time

Contractor agrees to prosecute the Work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the Work specified in this Agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an Agreement with the State or UMUC, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Contractor or the subcontractors or suppliers. If Contractor is unable to perform its obligations under this Agreement for ten (10)
days, unless another time duration is mutually agreed, due to a Force Majeure, then UMUC may terminate this Agreement. Termination will occur according to Section 14 of this Agreement.

15.4 Suspension of Work:

The Procurement Officer of UMUC unilaterally may order Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the UMUC. Such suspension, delay or interruption may be subject to applicable fees and expenses incurred by the Contractor. Such fees and expenses, if any, will be subject to negotiation between the UMUC and the Contractor.

15.5 No Waiver

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

15.6 Dispute Resolution

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

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

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

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

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

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

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

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

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

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

15.7 Retention of Records

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

15.8 Non-Hiring of Employees

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof, except that this section does not limit Contractor when it recruits for positions in general advertisements not directed at the Maryland employees.

15.9 Contingent Fee Prohibition

Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

15.10 Financial Disclosure

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

15.11 Political Contribution Disclosure

Contractor shall comply with Election Law Article Sections 14-101 through 14-108 of the Annotated Code of Maryland, which requires that every person making contracts with one or more governmental entities during any 12 month period of time involving cumulative consideration in the aggregate of $100,000 or more to file with the State Board of Elections a statement disclosing certain campaign or election contributions.

15.12 Anti-Bribery

Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.
15.13 **Ethics**

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

15.14 **Multi-Year Contracts Contingent Upon Appropriations**

A. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the UMUC’s rights or Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both Contractor and UMUC from future performance of the Agreement, but not from their rights and obligations existing at the time of termination.

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

15.15 **Pre-Existing Regulations**

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

15.16 **Survival After Expiration or Termination**

Notwithstanding the expiration or termination of this Agreement or any renewal period hereof, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination will survive including, without limiting the foregoing, the following sections:

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

15.17 **Maryland Law Prevails**

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

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

15.19 Section Headings

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

15.20 Remedies

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

15.21 Subcontracting and Assignment

A. Except as explicitly set forth in this Agreement, Contractor may not subcontract any portion of the Services provided under this Agreement without obtaining the prior written approval of the UMUC, whichever is applicable, nor may Contractor assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of UMUC. Such written approval will be in the form of a modification to this Agreement. UMUC shall not be responsible for the fulfillment of Contractor’s obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that UMUC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Agreement, and shall be subject to liability to UMUC for acts and omissions of subcontractors.

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

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

15.22 No Third Party Beneficiaries

This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. Except as provided in 17.21.B of this Agreement, no one shall be deemed to be a third party beneficiary of this Agreement.

15.23 Contract Integration and Modification

This Agreement and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Agreement.
15.24 **Relationship of the Parties**

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

15.25 **Business Continuity Plan**

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

15.26 **Prohibition on Gifts and Gratuities**

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

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

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

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

University of Maryland University College  XXX

Signature: __________________________ Signature: __________________________

Print Name: _________________________ Print Name: _________________________

Title: ______________________________ Title: ______________________________

Date: ______________________________ Date: ______________________________

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APPENDIX C

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 S

SOLICITATION TERMS AND CONDITIONS
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SOLICITATION TERMS AND CONDITIONS

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

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

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

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

5. Rejection or Acceptance of Proposals.
The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. Proposers judged by the procurement officer not to be responsible or Proposers whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

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

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

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

If the annual dollar value of this contract will exceed $500,000.00, the Bidder/Offeror is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption. By submitting a response to this solicitation, the Offeror agrees to accept payment by electronic fund transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the form attached as Appendix D, the GAD X-10 Contractor EFT Registration Request Form. This form is to be submitted directly to the Comptroller’s Office (not to UMUC). Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is:
http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp

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

11. Confidentiality.
An Proposer should give specific attention to the identification of those portions of the proposal that the Proposer deems to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under UMUC RFP# 91029 – Multi-Factor Student Authentication Products and Services
the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Proposers are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Proposer’s position regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.

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


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

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

16. Multiple Proposals.
Contractors may not submit more than one proposal.

17. Alternate Solution Proposals.
Contractors may not submit an alternate to the solution given in this RFP.

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

19. Contractor Responsibilities and Use of Subcontractors
The University of Maryland University College shall enter into contractual agreement with the selected offering contractor(s) only. The selected contractor(s) shall be responsible for all products and/or services required by this RFP. UMUC will consider proposals that reflect primary and secondary service providers or prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. University of Maryland University College's intent is not to direct the use of any 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.

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.

By submitting a response to this solicitation, a contractor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

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

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

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.

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The debriefing may include information on areas in which the unsuccessful proposer’s proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer’s rationale for the selection may be given.

25. Maryland Public Ethics Law, Title 15.

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

If the bidder/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.

26. Assistance in Drafting.

Under the State Government Article § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll-free phone number 877-669-6085, or see the website ethics.gov.state.md.us

27. Living Wage Requirements

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

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

The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

END OF APPENDIX S