



UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL 90986

for

Managed Security Services

ISSUE DATE: 12-21-2011

SIGNIFICANT MILESTONES	TIME:	DATE
Last Day for Questions	4 PM	1/4/2012
Proposal Due Date:	4 PM	1/10/2012
Interview Date if conducted	TBD	1/24/2012

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

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
3501 University Boulevard East, Room UC 310
Adelphi, Maryland 20783
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Managed Security Services

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

RFP 90986

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SECTION I:
GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS

**Request for Proposals
for
Managed Security Services****SECTION I:
GENERAL INFORMATION**

1. Summary:

2.1 Solicitation. University of Maryland University College (“UMUC” or “University”) is soliciting proposals to obtain network security support for our enterprise and global networks. The Managed Security Services Provider (“MSSP”, “Vendor”, or “Contractor”) will be able to deliver services consisting of but not limited to:

- Incident Identification and Response Service
- Managed and Monitored Intrusion Detection
- Managed and Monitored Firewalls
- Vulnerability Scanning
- Event Correlation
- Asset Classification
- Security Reporting
- Technology review and recommendations

UMUC issues this request for a Managed Security Services Provider with the intent of having a third party monitor the UMUC network for attempted breaches or other selected devices for potential threats. All of the above will hereafter collectively be referred to as the “Solution”.

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

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

UMUC is one of 11 degree-granting institutions of the University System of Maryland; the University collaborates with other schools in the System and other Maryland educational

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

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

UMUC headquarters are located in Adelphi, MD, at the Inn and Conference Center (ICC) and the currently named Student Faculty Service Center (SFSC). (The SFSC is currently under a complete renovation and is currently vacant; however, it is anticipated that this building, which may be named differently upon completion of the renovation, will become occupied with “back house” offices, including, but not limited to, Human Services, Budget, Finance, Procurement, and Information Technology administration.) Other UMUC facilities are located in Largo (Academic Center) and in leased space at PG Metro. As well, there are UMUC office locations throughout the state of Maryland and nationally at various military installations. The resulting contract(s) will primarily be utilized by UMUC’s locations in Maryland; however all UMUC locations in the United States will be able to utilize the resulting contract(s). Locations of the various stateside offices may be found at www.umuc.edu.

1.3. Procurement Process. Procurement of the Managed Security Contractor(s) will consist of two phases: Technical and Price Proposal Submittal, possibly Interview/Discussion Sessions, (see Section III for further details).

1.4. Upon selection of the Managed Security Contractor firm(s) and receipt of applicable approvals, a UMUC contract will be fully executed with the successful firm. The University anticipates the award by January 27, 2012 with the initial contract term to start March 1, 2012 and ending June 30, 2015.

2. Issuing Office:

2.1. The Issuing Office is:

University of Maryland University College
Procurement Office, Room UC-310
4716 Pontiac Street
College Park, MD 20740

Attn: Janet Foster
AVP Procurement Services
240-684-5141
jfoster@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 4 pm on January 4, 2012.

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

4. Pre-Proposal Conference:

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

5. Addenda 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 changes issued must be acknowledged in writing by Offerors and included in the technical proposal.

6. Proposal Closing Date/Due Date and Time:

6.1. An original plus four (4) copies of the Technical Proposal (for a total of five (5)) of the Technical Proposal and one (1) original and one (1) copy of the Price Proposal must arrive at the Issuing Office **by Tuesday, January 10, 2012 on or before 4 PM** in order to be considered. **The Price Proposal and Technical Proposal are to be in separate sealed envelopes/containers.** Proposers are requested to clearly mark the "original" set of the Technical Proposal and Price Proposal. No pricing quotation information is to be provided in the Technical Proposal. If any pricing information is included in the Technical Proposal OR if the Technical and Price Proposals are not in separate sealed envelopes, the proposal may be deemed non-responsive by the Procurement Officer.

6.2. Price Proposals. Price Proposals will only be opened for those shortlisted firms as a result of the Technical Evaluation. Price Proposals not opened will be returned to the Offeror unopened.

6.3. LATE PROPOSALS CANNOT BE ACCEPTED. Proposals are to be delivered to the University's Procurement Office, University of Maryland University College, Procurement Office,

Room UC-310, 4716 Pontiac Street, College Park, MD 20740. The University recommends against use of mail or delivery services which will not guarantee delivery directly to Suite 310. Proposals delivered to the campus central mail facility or to locations other than Suite 310 will not be considered "received" by the University until they arrive at the Suite 310 Reception Desk and are clocked in. The University will not waive delay in delivery resulting from need to transport a proposal from another campus location, or error or delay on the part of the carrier. Directions to the UMUC Procurement Office can be found at the website http://www.umuc.edu/visitors/locations/uc_building.cfm.

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

6.5. UMUC's Procurement Office is located on the third floor of the UMUC University Center (UC) which is located at 4716 Pontiac Street in College Park, Maryland. The UC building is accessible by the general public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday with exception of University holidays. The Procurement Office is accessible to the public through the ground level after signing in with the UMUC security guard. Once you are inside the building, take the elevator or stairs to the third floor and follow the room numbers to Suite 310. Directions to UMUC University Center (UC) site complex are available at http://www.umuc.edu/visitors/locations/uc_building.cfm. **Vendors must allow sufficient time in delivering proposals to solicitations to the UC building, Suite 310, to ensure timely receipt by the Issuing Office.**

7. Minority Business Enterprises:

Not applicable to this procurement.

8. Living Wage Requirements:

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Appendix F entitled "Living Wage Requirements for Service Contracts"). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.49 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.39 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the

head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

Refer to Appendix F for further information.

9. Contractual Agreement:

The UMUC Contract for Managed Security Services 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 D as well as any additional terms required by the University or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix D and **will execute a contract a) in substantially the same form and b) with these mandatory terms and conditions upon request by UMUC.** UMUC may also issue purchase orders as a payment vehicle to the awarded firm(s).

10. Term of Contract:

Any contract arising from this RFP action shall commence on the date the contract is executed on behalf of UMUC, or such other date as UMUC and the Contractor shall agree. The initial term of the contract will be anticipated to start on or around March 1, 2012 and continue through June 30, 2015. There will be renewal options(s) at the sole discretion of UMUC up to an aggregate of two (2) additional 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.

END OF SECTION I

SECTION II
REQUIREMENTS

SECTION II REQUIREMENTS

2.1. General. UMUC is seeking a vendor to assist with the identification of technical solutions available to meet the business need to protect proprietary data and systems from unauthorized access. UMUC is looking for a vendor to present a design for a comprehensive Solution to ensure the confidentiality, integrity and availability of UMUC data.

As part of UMUC's security best practices, it has been deemed vital for UMUC to maintain and monitor appropriate security measures including Intrusion Detection and Prevention Systems, Firewalls and Vulnerability Scanning. The Vendor must ensure protection for UMUC's Internet-facing applications and customer services as well as preventing internal damage to the network from external sources. A 24 by 7 service that monitors the UMUC technology and security infrastructure and critical devices as well as conduct vulnerability scanning of certain devices accessible via the Internet for vulnerabilities is required. Additionally, the Vendor must be able to declare an incident and provide incident response support to enable UMUC to be able to conduct its' business with minimal or no interruption. These services will enhance UMUC's security posture and reduce the risk of a security breach. The vendor will be asked to provide an infrastructure security architecture review and to recommend new technologies that are essential to bolster the security of the UMUC infrastructure.

UMUC'S CURRENT TECHNICAL ENVIRONMENT

- Number and type of Firewalls (HA pairs count as 1 for monitoring)
 - Checkpoint – 2 (1 Pair IP690)
 - Cisco ASA – 12 (will be at least 13 soon)
 - Cisco PIX – 8 (2 Pair each)
 - Juniper SRX – 2 (1 Pair)
- Number and type of NIDs/NIPs (HA Pairs count as 1 for monitoring)
 - Juniper – 2 (may soon go up to 3)
 - Cisco – 11 (may soon go down to 10)
- Number of endpoint AV clients
 - Approximately 3842 Windows, 70 Mac
- Number and type of OS and Application log sources
 - Windows – 260
 - Unix / Linux - 339
- Number and type of routers / switches / etc
 - Cisco routers – 22
 - Cisco switches – 226
 - Cisco load-balancers – 8
 - Cisco Wireless APs – 70 (5 controllers)
 - Aruba Wireless APs – 59 (2 controllers)
- Remote Access VPN
 - 1 Juniper SSL VPN Secure Access 4000

SECTION III

PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS

**SECTION III
PROPOSAL REQUIREMENTS**

**ARTICLE 1
TECHNICAL PROPOSAL REQUIREMENTS**

1. Technical Proposal Requirements:

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

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

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

2. Technical Criteria:

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

The Technical Proposal should be prepared in a clear and concise manner. It should address all appropriate points of this RFP **except price information**. The contents of this volume must address the following items, as indicated below, and additionally, must include the appropriate completed forms or responses as indicated in items 2.1 through 2.20 as listed below. ***Offerors must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria.***

In general, proposals submitted in response to this RFP must demonstrate that the proposed firm and its project team will meet the following criteria as indicated in paragraphs 2.1 to 2.20 below.

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

2.1 Executive Overview. The proposal must begin with an Executive Overview. This summary is for introductory purposes and will not be part of the evaluation process. It is the Proposer's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work as indicated in items 2.2 through 2.20 below. Proposers are requested to compile their proposals in the same order

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

- Primary business purpose
- A brief history of the firm including how long firm has been in business.
- Management team biographies, including length of tenure with current proposer
- Listing of all services offered by the proposer
- An organization chart of the company showing parent company and any affiliates as well as where branch that will be servicing UMUC is found on the organization chart.
- Address of firm's headquarters, nearest offices, and branch offices.
- Address of the branch office(s) that will be serving UMUC.
- Size of the company as measured by facility and staff resources available.
- Total number of permanent employees in the firm and also by branch that is serving UMUC.
- Annual Sales Volume for the branch office which will service the University on a per year basis for the last three (3) years [2008, 2009, and 2010].
- Financial Attestation: Firms shall provide a statement or attestation of its financial condition to confirm that it has adequate financial resources to support its Technical Proposal response. Such statement and/or attestation may include: a) financial statements (unaudited) for the past three (3) years; b) audited financial statements for the past three (3) years; c) prospectus 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.

BUSINESS ATTRIBUTES

2.3 Managed Service Viability

Provide detailed responses to the following questions:

- What is your company's core business strategy? What are your primary lines of business in terms of revenue? Where do security services fit into your business strategy?
- Provide details that describe how your MSS business or business unit is profitable. If not profitable, please provide your expectations for reaching profitability.
- Provide the annual revenue your company derives from the following services: Security Device Management, Security Monitoring, SIEM, Log Management and Vulnerability Scanning (do not include any revenues from product bundling or resale)
- Of the revenues provided above, what percentage does it comprise of your total corporate revenues?
- Describe how any of the top research firms (i.e. Gartner, Yankee, IDC, Forrester, Frost & Sullivan) have ranked your company in the MSSP market?
- Describe any awards your company has won for MSS.
- Provide the number of managed security services customers at the end of last year, current, and projected at the end of this year. Only include customers for Device Management, Security Monitoring, SIEM, Log Management and Vulnerability Scanning services.
- Provide details on how long you have offered each of your Managed Security Services.
- Describe your most recent fiscal year's Managed Security Services growth rate over the prior fiscal year.

2.4 Security Vision and Investment

Provide detailed responses to the following questions:

- Describe your company's vision and direction for developing new technologies in support of your Managed Security Services.
- Describe, in detail, your company's investment approach to technology research and development as it relates to solving security challenges and improving customer ROI.
- Provide details on your level of investment in research and development. Distinguish between products and services investment.

2.5 Security Practices

Provide detailed responses to the following questions:

- Provide detail on your internal security policy and procedures, documenting any industry standards (ISO 27001, CobiT, etc) that you have adopted or follow.

- As it relates to MSSP customer data, provide a description of the following safeguards you have implemented to ensure its confidentiality, integrity and availability. At a minimum, address the following broad categories as defined by ISO 27001/27002:
 - Classification and data handling
 - Personnel security
 - Physical and environment security
 - Communications and operations management
 - Access Control
 - Systems Development and Maintenance
 - Business continuity/disaster recovery
 - Security monitoring and compliance testing
- Have you had an independent review of your MSSP infrastructure and service (ISO compliance review, SAS 70 review)? Please provide detail on this review including who executed it, when it was executed, scope of review, type of testing, frequency of testing and summary results. If available please provide the report.
- If you haven't performed an independent review, are you planning to have a review performed in the future or are you in the process of having the review executed? If so, please provide detail on this review including who will be executing it, when it will be executed, scope of review, type of testing, and frequency of testing.
- Do you perform internal reviews over your MSSP infrastructure and service? If so, please provide detail on this review including who executed it, when it was executed, scope of review, type of testing, frequency of testing and summary results.
- If you haven't performed an independent review or the results cannot be distributed, would you grant us the right (or a third party on our behalf) to audit your operations and determine the appropriateness of implemented safeguards?

2.6 MSS Infrastructure

Provide detailed responses to the following questions:

- How many full, dedicated SOCs support your MSS services? Do not include lights-out server rooms, partial SOCs (facilities with fewer than 20 SOC analysts) or facilities that also support non-MSS services (e.g. NOCs).
- Describe your Security Operation Centers (SOCs). Include detail on the following points:
 - Do you own and manage your SOCs?
 - Where are your primary SOCs located?
 - Where are your secondary SOCs located?
 - Are all of your SOCs operational 24x7x365?
 - Describe the level of SOC redundancy.
- Describe how you limit service interruption if a SOC goes offline.
- Describe the process of events that occurs if a SOC goes offline.
- Describe the security safeguard around the SOC.
- Describe the staffing for each of your SOCs.

- Do you permit an on-site SOC visit? If so, how much advanced notice do you need?
- What percentage of your staff is directly involved with delivering MSS services and managing MSS client accounts? Describe your company's annual staff retention rate for positions used to support the UMUC's account. Identify the number of employees versus independent contractors.
- Describe your company's staffing approach. What are your classifications for support (Example: Level 1, Level 2, etc.) Clearly define each level of support and the functions performed. (Example: Level 1 support monitors events, incident escalation, documentation, etc.)
- What qualifications and certifications are required for each classification listed above? What types of career paths are available for employees (in the above classifications) within your company?
- Describe your approach to background checks or screening you perform on employees, contractors, consultants and vendors associated with any aspect of your managed services offering.

Service Attributes

2.7 Firewall Management

Provide detailed responses to the following questions:

- Describe your managed/monitored FW Service
- How long has your MSS organization been performing FW management/monitoring?
- Does your company have a consulting practice that is available for security and technology support (e.g., deployment, incident response and forensics, etc.)?
- What FWs do you support? How do you select which firewall products to support? Are you a vendor neutral MSSP or the developer/manufacturer of the product you propose?
- Do you have special relationships with the product and platform vendors of the products you will deploy?
- Do you have any management tool for supporting multiple vendor firewalls? If yes, please provide the detail.
- How would you do the sanity check on the existing firewall rules or the new request? How often would you conduct this check/review?
- Do you currently have a firewall configuration check up procedure? And how often would you do this?
- Do you currently have a pre-deployment testing procedure in place? If you do, please explain briefly.
- Describe your process and quality assurance for making FW changes. Describe your general FW management quality assurance measures.
- What are your supported platforms?
- What are our responsibilities in regards to managing the firewalls?

- Do you offer co-management, where UMUC retains administrative rights and technology ownership for the firewalls?
- Can you support our change management procedures? If so, how do you reconcile that with your standard operating procedures?
- What visibility does the customer have into firewall policies and configuration?
- How many change requests is UMUC allowed in a given month?
- What is your rate of accuracy for firewall rule changes?

2.8 Managed Network IDS/IPS

Provide detailed responses to the following questions:

- Describe your Managed IDS/IPS Service
- How long has your MSS organization been performing management & monitoring of IDS/IDP devices?
- Does your company have a consulting organization that is available for security and technology support (e.g., deployment, incident response and forensics, etc.)?
- What IDS/IDP products do you support? How do you select which products to support? Are you a vendor neutral MSSP or the developer/manufacturer of the product proposed?
- Do you have special relationships with the product and platform vendors of the products you will deploy? How will UMUC benefit? Are you the developer/manufacturer of any of the products supported by your Managed Security Services? Are you proposing any of your products as part of your Solution with UMUC? How will UMUC's input be solicited in product selection?
- Describe your approach for implementing a managed/monitored IDS/IDP solution for UMUC.
- What event data do you capture when monitoring IDS/IPS devices?
- How does your IDS solution enable correlation across disparate vendor devices and technologies?
- How do you assure timely OS, firmware, patch, and signature upgrades/updates? What is your procedure for performing these changes? Include description of quality assurance measures.
- What are your supported platforms?
- How do you manage false positives and tune signatures? What metrics do you offer to support the effectiveness of the IDS/IPS devices you manage?
- Do you offer co-management, where UMUC retains administrative rights and technology ownership for the firewalls?
- Can you support our change management procedures? If so, how do you reconcile that with your standard operating procedures?
- Describe the initial and ongoing tuning process. How do you tune IDS/IPS devices to the customer environment? What involvement is required from the customer?
- Describe the troubleshooting process. If a device is functioning improperly, explain the process to return to normal operations.

- When a new vulnerability or threat is discovered, do you create and deploy custom signatures for managed IDS/IPS devices? How are signatures tested and validated? What is your approach to developing custom signatures?

2.9 Security Monitoring

Provide detailed responses to the following questions:

- Describe the technical architecture for your MSS services.
- How does your monitoring technology integrate into our environment? What bandwidth is required?
- Do you use any commercial SIEM or Log Management technologies for event collection, correlation or analysis activities?
- Provide a listing of devices (NIDS, Firewalls, Routers, etc) you support as part of your monitoring service. Please provide categories of devices as well as specific vendors technologies you support. Describe your preferred collection method used to gather security logs or events from devices. Describe other non-preferred collection methods that you support.
- How scalable is your monitoring solution? Provide the current event load across your client base. How does your platform manage spikes in traffic growth?
- How flexible is your monitoring platform? Can you support custom application logs? Explain the process and timeframe for supporting new event sources.
- What data is analyzed when monitoring firewalls?
- What data is analyzed when monitoring IDS or IPS devices?
- What data is analyzed when monitoring host logs?
- Rank potential event sources in order of recommended priority.
- Describe your ability to monitor technologies via their native APIs.
- Do you require UMUC to maintain certain versions of the technologies you monitor?
- Do you require implementation of a log collection or consolidation device on our network, if so provide detail.
- Describe the communication data flow between monitored devices on our network and your monitoring facility. Include the format, protocol, direction of communication and bandwidth implications. Describe how the confidentiality of the communications is protected across public networks.
- Describe your methodologies for the following:
 - Filtering of data gathered
 - Normalization of data received
 - Identification of suspicious activity
 - Validation of security events
 - Trend analysis of security events
 - Retention of event data
- Describe how you correlate traffic between NIDS, firewalls, network devices, and other devices you are monitoring. Include details on:
 - Event-Linking Correlation ?
 - Asset-Based Correlation ?
 - Anomaly Detection ?

- Meta-Event Correlation ?
- Fraud Data and Blacklist Data Integration ?
- Global Scale and Intelligence ?
- Early-Warning Systems ?
- Describe your approach to correlation of data across your managed service clients
- Describe your approach to correlation of data across managed services (monitoring, scanning, intelligence).
- Describe your approach to correlation of data across all security devices regardless of type or function.
- Describe your ability to correlate event data to asset criticality information.
- How do you gain visibility into anomalous activity and how is that activity analyzed?
- Do you integrate external intelligence into the monitoring process? If so, describe what intelligence is used, how it is obtained and how it impacts the analysis process.
- Describe how third-party intelligence sources are integrated into monitoring and who those third-party intelligence sources are.
- Describe your approach to reducing false positives.
- Describe the lifecycle of a security event, from initial occurrence to closure.
- Describe the manner in which your company prioritizes client notification based on potential event impact.
- Describe the type of notification and communication included as part of your MSS service. Please include the timing associated with each type of notification.
- Describe any service limitations or thresholds that UMUC would be charged additional fees for exceeding. How many incidents can be escalated before additional fees are charged?
- Describe the type of support provided in the event of an incident. What are your standard support fees? What limits are there on how much support you provide before additional fees are charged?
- When a new threat or vulnerability is identified, describe how your Solution creates custom correlation rules to identify, respond to, and prevent similar attacks.
- UMUC anticipates changes and growth to our current network infrastructure. How much advanced notice does your company require prior to implementation or modification to our existing infrastructure?

2.10 Log Management

Provide detailed responses to the following questions:

- Describe your approach for collecting, indexing and retaining raw log data.
- How long have you been offering log monitoring and management services?
- What tools do you use to monitor and manage log data?
- What log sources are supported?
- What is the process for supporting new log sources, e.g. custom applications?

- How is log data protected from tampering or misuse?
- How scalable is your solution? How much log data can be retained?
- What level of compression is available?
- What resources are available to support the integration of log sources into the system?
- How is your log management solution sized?

2.11 Threat Intelligence

Provide detailed responses to the following questions:

- Do you have a dedicated research team focused on threats and vulnerabilities?
- What information sources do they source for intelligence?
- How is intelligence analyzed and validated?
- How is intelligence used in the management and monitoring of customer devices?
- What visibility do customers have into this intelligence?
- What level of integration is there between the research team and SOC operations?
- What services does your research team support? Is supporting research their only role?
- How is this team modeled? What is their mission?
- What access do MSS customers have to this team?
- Provide examples of how threat research has been used to proactively protect customers.
- Provide samples of research briefs or write-ups from research staff.
- Vulnerability Scanning
- Describe your vulnerability scanning architecture.
- Where do you source your vulnerability checks?
- What is the process to escalate and/or prioritize identified vulnerabilities?
- Do you support Web application scanning? Can you test for database vulnerabilities?
- How are vulnerabilities confirmed? What is the process for reporting false positives?
- Is vulnerability data used in the monitoring process? In what ways?
- How are vulnerability scanning reports delivered?
- How are scans scheduled?
- Can you support internal and external scanning? What infrastructure does this involve?
- Do you offer PCI ASV scanning to support quarterly compliance validation?

2.12 Vulnerability Scanning

Provide detailed responses to the following questions:

- Describe your vulnerability scanning architecture.
- Where do you source your vulnerability checks?
- What is the process to escalate and/or prioritize identified vulnerabilities?

- Do you support Web application scanning? Can you test for database vulnerabilities?
- How are vulnerabilities confirmed? What is the process for reporting false positives?
- Is vulnerability data used in the monitoring process? In what ways?
- How are vulnerability scanning reports delivered?
- How are scans scheduled?
- Can you support internal and external scanning? What infrastructure does this involve?
- Do you offer PCI ASV scanning to support quarterly compliance validation?

2.13 Reporting

Provide detailed responses to the following questions:

- Describe your standard reporting process? How frequent will UMUC receive standard reports? Do you have web-based reporting capability? Provide samples reports and screen shots of web-based interface.
- Do you have asset-based reporting allowing creation and group assets, assign criticality and view event, scanning and all other information using asset views?
- Do you support ad-hoc reporting requests? Describe the process for requesting ad-hoc reports? Provide the timeframe for turnaround of ad-hoc reporting.
- Do you support the ability to create PDF reports? Can they be sent securely via email? Can they be digitally signed and tracked?
- What is your approach to providing meaningful security metrics? Describe reports available in the portal that customers can use to demonstrate security effectiveness and ROI.
- How is your reporting interface structured? Does UMUC use multiple interfaces for different services? Is the information integrated across service line? What cross-service line metrics and reports do you offer?
- Can UMUC create custom reports? How is this accomplished?
- What pre-built reports are available? Are there compliance reports? If so, which regulations are supported?
- Describe help desk or ticketing functionality. What workflow management features are available?
- Can you integrate with customer ticketing systems?
- How long is data available in the portal for reporting?

2.14 Customer Support and Account Management

Provide detailed responses to the following questions:

- Describe your company's process for customer-initiated tickets, as it relates to incidents and support issues.
- Detail your approach to customer support. What technical support resources do customers have access to?
- How is your customer support structured? What is the escalation process for reported problems or issues?

- What are the hours for customer support? Does support change hands at any point? What locations is this support provided from? How do you maintain quality of support 24x7?
- What kind of value-added support options are available? Can you provide a dedicated technical account manager? At what cost?
- Describe your approach to account management. Who will manage the account from a business and executive level? What access will UMUC have to company leadership?
- Describe how you measure and report client satisfaction, including frequency.
- Describe your processes and mechanisms for handling client inquiries and reported problems.
- Describe your customer service responsiveness, hours of staff availability, and available communication mechanisms (e.g., written, verbal, electronic, face-to-face).
- Describe how customer satisfaction deficiencies are addressed and resolved.
- What ongoing programs are in place to manage client satisfaction?
- Do you hold any customer gatherings, executive briefings or other programs to collect customer feedback?

2.15 Service Level Agreement

Provide detailed responses to the following questions:

- Describe your service level agreements for the proposed services. Provide detailed SLA.
- Explain your company's methods for monitoring and measuring SLAs. What options are available to us upon failure to meet your stated SLA?

2.16 Implementation

Provide detailed responses to the following questions:

- Describe your approach to implementing services.
- What customer resources are required to support implementation?
- What is the typical implementation timeframe?
- How do you ensure minimal impact or disruption to the customer?
- What steps do you take to ensure full and complete implementation?
- Detail the handoff process once services are turned up
- What training is offered to customer staff to introduce them to the services?
- How do you handle implementing services across widespread, geographically dispersed facilities?
- What options are available for implementation? Remote installation? On-site field engineers?

Value Attributes

2.17 Industry Specific Experience

Provide detailed responses to the following questions:

- How many higher education clients do you provide monitoring or security device management services for?
- What reports are available comparing customers to peers and others in their industry?

2.18 Client Satisfaction

Provide detailed responses to the following questions:

- Describe your process and mechanisms for handling client inquiries and reported problems.
- Describe how you measure and report client satisfaction, including frequency.
- Describe how satisfaction deficiencies are addressed and resolved (in your service level agreement or elsewhere).
- Provide your latest client satisfaction results.
- Provide your processes and overall relationship management strategy.

2.19 Firm References. Provide three (3) client contacts including name, title, role on the contract, phone number (including area code and extension numbers) and e-mail address. Proposers are to provide this information as part of the Technical Proposal; however, UMUC will check references only of the clients of the shortlisted Proposing Firms. UMUC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer.

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

2.20 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 Managed Security services to UMUC. Special firm and/or individual expertise is to be included.

3. Proposal Affidavit: State and USM Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Appendix B**.

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

5. Acknowledgment of Receipt of Addenda Form: If any addenda to the RFP documents are issued prior to the due date and time for proposals, this form (found in **Appendix A**) is to be completed, signed, and included in the Proposer's Technical Proposal.

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

END OF SECTION III, ARTICLE 1

SECTION III

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 2

INTERVIEW/DISCUSSION SESSIONS (OPTIONAL)

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

If UMUC decides to have a discussion session, the date and time of the Discussion Sessions will be set by the University upon completion of the initial technical evaluation. However, if UMUC decides to conduct a discussion session, it is anticipated to be held on **January 24, 2012**. Proposers are advised to set this date aside in its entirety accordingly on the appropriate people’s calendars to avoid any conflicts. The actual time on this date will be verified with the applicable proposers at the time it is requested.

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

- (i) to provide an opportunity to present an overview of MSS services to meet the needs of UMUC
- (ii) to provide an opportunity to clarify the scope of services for this contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

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

**SECTION III
PROPOSAL REQUIREMENTS**

**ARTICLE 3
PRICE PROPOSAL REQUIREMENTS**

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

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

- Quote rates for individual services provided for a 12 month period. Please complete the form per Appendix C.
- Provide a listing of new hardware and/or software that may be required to implement the proposed solution
- It is the University's desire to enter into a multiple year contract. Furnish information on any pricing incentives for longer term contracts
- Ensure educational discounts are included in all prices quoted

These quoted pricing must be good for through June 30, 2012. The University will only consider escalations based upon increases in the Consumer Price Index (CPI), as published by the Bureau of Labor Standards in February of the appropriate year, (i.e. for July 1, 2012 renewal the University will look at the CPI published for February 2011, and so on). Requested increases above a 5% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit a request in writing to the UMUC Procurement Office sixty (60) days prior to the end of the initial term. The University will not consider late requests for adjustments. As well, increases are not cumulative for prior years; for example, if the successful contractor does not request an increase for the first renewal year and then requests an increase for the second renewal year, the Contractor cannot include a cumulative amount which includes the first renewal year. The University reserves the right to terminate this Contract at any time upon giving thirty (30) days written notice.

END OF SECTION III, ARTICLE 3

END OF SECTION III

SECTION IV
EVALUATION AND SELECTION PROCESS

SECTION IV EVALUATION AND SELECTION PROCESS

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

2. Evaluation Procedure:

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

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

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

The criteria that will be used by the Committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will evaluate the proposals on each major criteria. Factors are listed in order of importance.

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

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

- The Vendor's ability to provide reliable service that includes the following: Availability, Service Architecture, Service, HW/SW, Scalability, Service Levels, and Reporting.
- Provider security practices at Vendor site that includes: Policies, procedures; contingency planning, physical security, data handling, authentication and authorization, access control, software integrity, secure asset configuration, backup and recovery, monitoring and auditing, incident management process and responsiveness.
- Business Attributes that include corporate viability, client satisfaction, customer relationship management, personnel, service level agreements, and implementation plan.
- The ability to integrate third-party software products and or services
- The ability to recommend and install new security technology software as necessary and appropriate for the protection of the UMUC infrastructure
- Any third party audits of the vendor's services.
- Firm References.
- Special and Unique Qualifications.

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

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

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

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

It is the intent of the University that the Price Proposal will consist of annual rates for services requested and any hardware and software required to implement the proposed Solution.

2.3.1 Price Evaluation Price Proposals will be evaluated, at a minimum, based on the annual rates provided

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

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

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

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

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

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

END OF SECTION IV

SECTION V
SOLICITATION TERMS AND CONDITIONS

SECTION V SOLICITATION TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

5.9 Electronic Funds Transfer (“EFT”).

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

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

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

5.12 Interview /Discussion Sessions. Contractors who submit proposals may be required to make individual presentations to the University representatives in order to clarify their proposals. Proposers will be contacted by the Issuing Office accordingly. (See Section 3, Article 2, for further information.).

5.13 Evaluation of Offers. See Section IV

5.14 Not Used

5.15 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.

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

5.17 Alternate Solution Proposals. This submission may include multiple alternative approaches for consideration by UMUC provided that they meet the requirements of this RFP.

5.18 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.

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

5.20 Not used.

5.21 Access to Contractor Records for Quality Assurance and Auditing Purposes. The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors, representatives, or agents) to provide quality assurance and auditing.

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

5.23 Taxes. University of Maryland University College is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation

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

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

5.25 Debriefing of Unsuccessful Offerors. Unsuccessful Proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer's proposal only and not include a discussion of a competing offeror's proposal. Debriefings shall be conducted at the earliest feasible time.

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

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

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

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

5.27 Assistance in Drafting. Under the State Government Article § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may

not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll-free phone number 877-669-6085, or see the website ethics.gov.state.md.us.

END OF SECTION V

APPENDICES
FORMS AND ATTACHMENTS

APPENDIX A

Acknowledgement of Receipt of Addenda

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: _____

TECHNICAL PROPOSAL DUE DATE: _____ AT x:xx AM/P.M.

RFP FOR: _____

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

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

Signature

Name Printed

Title

APPENDIX B

Bid/Proposal Affidavit

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business'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)

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state.)

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGMENT

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

Company Name: _____

FEIN No: _____

APPENDIX C

Price Proposal Form

A. Please provide pricing estimates for the individual services provide for a 12-month period. Ensure that all costs are reflected including “implied” or non-explicit costs. Use a table format, such as the below example, reflecting each of the services against implementation cost, the cost of ongoing services and any additional cost.

Pricing Configuration					
Line	Qty	Per Unit / Month	Annual	Monthly	Install Fee
A					
B					
C					
D					
E					
F					
TOTAL					

B. Hardware and/or software required to implement the proposed Solution:

Item	Price
_____	_____
_____	_____
_____	_____
_____	_____

C. Information on any pricing incentives for longer term contracts:

Ensure educational discounts are included in all prices quoted

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

Firm

Signature

Address

By (please print)

City, State, Zip
(____)

Title

Telephone Number

Date

FEI Number

APPENDIX D
Contract Forms

- Sample Contract
- Contract Affidavit

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
CONTRACT # _____

_____, **2010**

CONTRACTOR:

Federal Employer ID: _____ - _____

Address: _____

Contact Person: _____

Contact Phone: _____

Contact Fax: _____

Contact Email: _____

UMUC Ordering Office:

Project Coordinator:

Coordinator Phone:

Coordinator Fax:

Coordinator Email:

UMUC Procurement Officer

(i.e. Contract Manager):

Phone Number:

E-mail address:

CONTRACT FOR SERVICES

This Contract for Services (the "Contract") is made as of this XX day of 2011 by and between University of Maryland University College ("UMUC" or "the University") and XXXXX ("XX" or "Contractor")

RECITALS

Whereas

Now therefore for good and valuable consideration, the parties agree as follows:

ARTICLE 1

Scope and Term of Contract

1.1 Contractor will provide services as set forth in this Contract, including its attachments, which are incorporated hereto, and stated below in their order of precedence:

- a. Amendments to this Contract;
- b. This Contract;
- c. Exhibit A

1.2 This Contract will commence on the date of the latest signature to the Contract and continue for (insert term)

ARTICLE 2

Compensation and Method of Payment

2.1 UMUC shall pay the fees for the products and services as set forth on Exhibit x, XXX Price Quote.

ARTICLE 3

Confidential Information

3.1 UMUC and XXX, during the performance of this Contract, may exchange information that is considered by them to be of a proprietary or confidential nature ("Confidential Information"). Confidential Information as used herein means all information, whether provided in oral or written form, that is not generally known in the relevant trade or industry and includes, without limitation, trade secrets, ideas, techniques, strategies, new products, marketing plans, rates, customer lists and information regarding UMUC's employees. The receiving party agrees to protect such Confidential Information for a period of five (5) years from the date of receipt or a period three (3) years from the completion or termination of this Contract, whichever is longer, and to use such Confidential Information only in performance of the work under this Contract. However, either party may disclose such Confidential Information if required to do so by applicable law or by a court of competent jurisdiction, after providing notice to the other party prior to disclosure.

3.2 Confidential Information does not contain information that:

- a) Is or becomes publicly available,
- b) Is released by the originating party to anyone without restrictions,
- c) Is rightfully obtained from third parties without claims of confidentiality, or
- d) Is or becomes known or is developed by the receiving party independently of the proprietary and/or confidential information of the originating party.

3.3. UMUC has determined that Contractor is a school official with a legitimate educational interest under FERPA. If UMUC provides the Contractor with personally identifiable information from a student's education record as defined by FERPA, 34 CRF §99.3 as may be amended from time to time, Contractor certifies that collection of this information is necessary to

perform its duties under this Agreement, that it shall maintain the confidentiality of this information and that it shall not disclose the information as directed by FERPA.

ARTICLE 4
Limitations of Liability

4.1. In no event shall UMUC, or its affiliates, officers, directors, agents and employees, or any of them, be liable (in contract or in tort, including negligence) to XXX for special, indirect, incidental or consequential damages resulting from UMUC's performance, nonperformance or delay in performance of its obligations under this Contract, or from UMUC's delay, termination (with or without cause) or suspension of the work under this Contract, even if UMUC has been advised of the possibility of such damages. No action, regardless of form, arising out of the transactions contemplated by this Contract, may be brought more than one year after the cause of action has accrued.

ARTICLE 5
Assignment

Neither party shall assign or delegate this Contract without the prior written consent of the other.

ARTICLE 6
Non-Waiver of Rights

The failure of either party to insist upon strict performance of any of the terms or conditions of this Contract, or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter.

ARTICLE 7
Contract Modifications

7.1 This Contract constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether oral or written, relating to the subject matter of this Contract.

7.2 This Contract may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties. Amendments may not change significantly the scope of the Contract.

7.3 This Agreement and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. If UMUC, or one of its authorized users, is presented with a similar agreement on the same subject matter upon its log in to use the Services, this Agreement supersedes and replaces that agreement. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

ARTICLE 8
Notices

All notices, requests and demands given to or made upon the parties hereto shall, except as otherwise specified herein, be in writing and be delivered or mailed or transmitted by hand delivery, certified mail, overnight mail or by another method which allows delivery to be confirmed. The notice shall be deemed effective upon receipt. If notice is not accepted, notice may be made by United States mail and shall be deemed effective ten (10) days after mailing. Notice shall be given to the address and to the persons identified below (or as modified by notice pursuant to the terms of this Article 4):

If to UMUC:

University of Maryland University College
3501 University Boulevard East

If to XXX

[insert]

ARTICLE 9
Terms and Conditions

9.1 Non-Hiring of Employees

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

9.2 Disputes

Pending Resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision. This contract shall be subject to the USM Procurement Policies and Procedures.

9.3 Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Contract.

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

9.5 Contingent Fee Prohibition.

The contractor, warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, to solicit or secure this 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.

9.6 Multi-Year Contracts Contingent Upon Appropriations.

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

9.7 Termination for Default.

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

rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

9.8 Termination for Convenience.

The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

9.9 Suspension of Work.

The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

9.10 Pre-existing Regulations.

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

9.11 Payment of State Obligations.

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the 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.

9.12 Financial Disclosure.

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

9.13 Political Contribution Disclosure.

The Contractor shall comply with Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws 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. The statement shall be filed with the State Administrative Board of Election Laws:

- a. before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and
- b. if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6-month period ending July 31.

9.14 Retention of Records.

The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.

9.15 Compliance with Laws.

The 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 moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- c. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; 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 Contract.

9.16 Cost and Price Certification.

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of this Contract.

9.17 Right to Audit.

Each party, or its appointed audit firm (Auditors) has the right to audit the other at its sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the noncompliant party.

9.18 Intellectual Property.

Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

9.19. Indemnification.

The University shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.

9.20 Drug and Alcohol Free Workplace.

The Contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this Contract.

ARTICLE 10 **Warranties and Representations**

10.1 XXX warrants and represents:

- A. That it shall perform all of the work in a professional manner in accordance with the highest industry standards for software development and services,
- B. Contractor is the owner or authorized user of Contractor software and all of its components, and Contractor software and all of its components 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 to prevent system attacks (e.g., hacker and virus attacks) and unauthorized access to institutional or candidate confidential information.
- D. Contractor 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).

IN WITNESS WHEREOF, the parties by their authorized representatives sign below.

University of Maryland University College XXX

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

By: _____

APPENDIX D

ELECTRONIC FUND TRANSFER SCHEDULE

EFT SCHEDULE

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

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

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

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

<http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp>

APPENDIX F
LIVING WAGE REQUIREMENTS

Appendix E

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.

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

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

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

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

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

