UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL #91360
FOR

IMPLEMENTATION OF WORKDAY FINANCIALS

ISSUE DATE: SEPTEMBER 21, 2015

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

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
Strategic Contracting Office
3501 University Boulevard East, Room ADMIN 2344
Adelphi, Maryland 20783
www.umuc.edu
IMPLEMENTATION OF WORKDAY FINANCIALS
THE UNIVERSITY OF MARYLAND, UNIVERSITY COLLEGE

RFP #91360

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SOLICITATION SCHEDULE
WORKDAY FINANCIALS IMPLEMENTATION SERVICES
RFP 91360

Issue Date: September 21, 2015

Questions Regarding Solicitation Due: October 2, 2015

Initial Technical Proposal: **TO BE CONSIDERED TIMELY, MUST BE SUBMITTED ELECTRONICALLY BY Thursday, October 15, 2015 on or before 11:59 pm EDT as noted on the Proposer’s ‘sent’ email to the Issuing Office**

Anticipated Date of Notification following the Initial Evaluation regarding shortlist: October 23, 2015

Questions from shortlisted firms regarding Second Technical Proposal: Friday, October 30, 2015

Second Technical Proposal ONLY from shortlisted firms: **TO BE CONSIDERED TIMELY, MUST BE SUBMITTED ELECTRONICALLY BY Monday, November 9, 2015 on or before 11:59 pm as noted on the Proposer’s “sent” email to the Issuing Office** (This may be submitted electronically. See Section III, Article 2)

Anticipated Date of Notification regarding further Shortlist and/or scheduling of Oral Presentation/Discussion Meetings: November 13, 2015

Oral Presentation/Discussion Meetings: Time to be scheduled by Issuing Office on either November 17, 2015 and/or November 18, 2015. (Only shortlisted firms will be invited to these sessions; Proposers should set aside this date in its entirety.)

Anticipated Date of Notification regarding further Shortlist following the Oral Presentation/Discussion Meetings: By November 20, 2015

**Anticipated Price Proposal Due Date:** December 7, 2015 on or before 11:59 p.m. EDT as noted on the Proposer’s “sent” email to the Issuing Office

Anticipated Contractor(s) Selection finalized: By December 17, 2015
Agreement fully executed with selected Contractor(s): By December 23, 2015 (Projected)

Anticipated Board of Public Works approval by: By January 31, 2016 (Projected)

Contract Commencement: No later than February 1, 2016 (Projected)

END OF SOLICITATION SCHEDULE
SECTION I:
GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS
REQUEST FOR PROPOSALS
FOR
WORKDAY FINANCIALS IMPLEMENTATION SERVICES
SECTION I:
GENERAL INFORMATION

1. Summary:

1.1 Objective. University of Maryland University College (UMUC) is soliciting proposals (“Proposal” or “Offer”) for the provision of implementation services for Workday Core Financials, Procurement and Expenses. Proposer must be a Certified Workday Partner.

Refer to Section II for more information regarding the Scope of Work.

This solicitation document, as well as all addenda that may be issued, is (will be) posted on UMUC’s Electronic Bid Board at www.umuc.edu/procurement.

1.2. Procurement of the Workday Financials Implementation Services Provider will consist of:

   a. Initial Technical Proposal (20 pages or less) including all appendices, but excluding the transmittal letter, bid/proposal affidavit, and acknowledgement of receipt of addenda form;
   b. Second Phase Technical Proposal from shortlisted firms only;
   c. Oral Presentation/Discussion Session of shortlisted firms only;
   and,
   d. Price Proposal Submittal

See Section III for further details regarding the proposal requirements and procurement phases. Upon selection of the Contractor, a UMUC contract (See Appendix D) will be fully executed with the successful firm.

1.3 The University anticipates the award per the Solicitation Schedule.

1.4 Refer to Appendix S for the UMUC Solicitation Terms and Conditions
2. **Issuing Office:**

2.1. The Issuing Office is:

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

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

Amy Kisloski  
Director of Technology Procurement  
Tel: 301-985-7707  
Amy.kisloski@umuc.edu

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

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

3. **Questions and Inquiries:**

All questions and inquiries regarding this procurement are to be directed to the individuals referenced with the Issuing Office above. All such questions and inquiries must be received by the dates established for each phase of the procurement per the Solicitation Schedule. Questions are to be submitted in writing via e-mail to the three people identified in Paragraph 2 above. Inquiries will receive a written reply via an addendum to the Solicitation. Addenda will be sent electronically to all known holders of the Solicitation as well as posted on UMUC’s electronic bid board, but without identification of the inquirer.

4. **Pre-Proposal Conference.**

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

5. **Addenda Acknowledgment.**

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

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

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

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

7. **Contractual Agreement.**

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

The terms and conditions of the Contract shall apply to all services provided. For accounting purposes only, UMUC will also issue a purchase order to the awarded Contractor for services done under the Contract.
8. **Term of the Contract.**

Any contract arising from this RFP action shall commence on the date the contract is executed on behalf of UMUC, or such other date as UMUC and the Contractor shall agree. The term of the contract (“Term”) will be for the scope of work as defined in Section II of the solicitation documents, and is anticipated to start on or around February 1, 2016. The ‘go live’ must be sometime between October 2016 and April 2017 however UMUC prefers that the engagement be completed by December 31, 2016.

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

9. **Acceptance of Terms and Conditions.**

The Initial Technical Proposal, Second Phase Technical Proposal, and/or Price Proposal(s) are considered by UMUC to be an Offer from the Proposer. By submitting an Offer, in response to this RFP, a Proposer/Offeror shall be deemed to have substantially accepted all the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the contract by reference.

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

11. **Post-Award Confidentiality**

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

END OF SECTION I
SECTION II

SCOPE OF WORK/REQUIREMENTS
SCOPe OF WORK
RFP 91360
WORKDAY FINANCIALS IMPLEMENTATION

1. Introduction

1. Purpose

UMUC seeks a Certified Workday Services Partner to implement Workday Finance. The scope of this effort includes, but is not limited to, business process analysis, product configuration, integration, data migration, reporting and analytics, quality assurance and testing, change management, all user training and knowledge transfer for UMUC stateside and overseas operations. UMUC intends to replace PeopleSoft Finance 8.9 with the following Workday modules:

- **Financial Data Model (FDM)** – During the Workday HCM/Payroll implementation, UMUC assessed its current chart of accounts and determined no significant changes are needed. FDM is the foundational element of the Finance module and is mandatory for a successful implementation. FDM also includes data migration from PeopleSoft version 8.9, and Campus Solutions version 9.0, integrations, and financial reporting (internal and external).

- **Financial Accounting** – Financial accounting is inclusive of organizational activities related to accounts payable, accounts receivable, budgets, and general ledger. Projects, grants, and endowments are covered in this area.

- **Procurement to Pay (P2P)** – Procurement and purchasing activities cover supplier and customer interactions, as well as contracts and revenue. P2P is the full life cycle from request for proposal and requisition to contract award and payment, within the USM procurement guidelines. The scope of this section also includes Procurement Card and Diners Club accounts and integration.

- **Banking and Settlements** – Banking and settlements includes all transaction details (stateside and overseas) for all UMUC-managed bank accounts, wire transfers, inter-agency transfers, financial reconciliations, within the State of Maryland guidelines.

- **Business Assets** – UMUC follows USM guidelines for asset management, tracking, and depreciation.

- **Expenses** – UMUC will employ this module for tracking of Travel and Expenses.

Additional Notes:
Refer to Section III, Articles 1 through 5 regarding the procurement process. UMUC anticipates providing a listing of known integrations, reports, conversions and requirements prior to the second stage of the proposal.

UMUC reserves the right to pursue a modified Workday methodology, incorporating some aspects of waterfall/SDLC.
2. General Information

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The Project

1. Business Need

UMUC desires to implement the Workday Finance Modules as listed above. UMUC expects the certified Workday Services Partner for the Financials Implementation to lead this initiative using an outcomes based model. The focus is to understand UMUC’s requirements, processes, organization, and environment and adapt them to leverage Workday’s best in class design. Specifically, UMUC expects the Workday Services Partner to provide expertise to quickly assess, design, configure, and integrate simple process using the Workday suite. As such, the business need includes professional services to design, configure, integrate, migrate data, test, deploy, and train UMUC stakeholders stateside and overseas on the new processes and platform.

The services partner is expected to provide experienced consultants with extensive knowledge of the Workday product suite, associated technologies, and training in industry-leading tools and implementation practices. To ensure project success, UMUC’s preference is that the Workday Services Partner will work on-site at UMUC’s Adelphi location, however, other staffing models will be considered. UMUC expects the Workday Services Partner to possess some Higher Education experience and understanding. Additionally, UMUC expects the Workday Services Partner to have experience integrating PeopleSoft Campus Solutions and converting from PeopleSoft Financials to Workday Finance. The awarded prime contractor (i.e. the Contractor who will sign the resulting Contract with UMUC and will be fully responsible and accountable for all of the services) must be a Workday certified partner.

For your information, UMUC intends to complete the implementation of the Workday HCM and Payroll modules, including absence management, benefits, compensation, time tracking, and recruiting in the second quarter of 2016. The selected vendor will need to coordinate with the in progress HCM project.

2. Project Scope

The scope of this project includes the complete implementation, integration, and user adoption of the Workday components named in the Introduction. UMUC seeks a Workday Services Partner led team to complete the following:

- Business Process Documentation and Design
- Requirements Definition and Documentation
- Overall Design
- Workday Configuration
- Workday Integration
• Data Migration from existing systems
• Reporting, Analytics, Dashboards
• Training, Knowledge Transfer, User Adoption
• Quality Assurance, Testing
• Project Management
• Change Management

2.1. Business Process Leadership and Requirements Definition:

The Workday Services Partner will provide business process best practices and will solicit, document, and review requirements for the UMUC Workday Finance deployment. The Workday Services Partner will lead onsite workshops at UMUC with senior executives and with functional owners with the intent of providing best practices, key data definition, process design, and configuration requirements for UMUC. Wherever possible, UMUC expects to deprecate existing processes defined in PeopleSoft and adopt standard Workday functionality, where practical. UMUC seeks to avoid customization and unique software development wherever possible. Deliverables include: “to-be” process documentation, functional requirements, user stories, and/or use cases.

2.2. Design:

The Workday Services Partner will provide Workday subject matter and technical expertise to provide a comprehensive design. Using iterative design sessions with UMUC subject matter experts, the partner will map functional requirements to design elements and identify key integration points and data elements. Deliverables include: configuration design, integration design, data migration design, and user interface design.

2.3. Configuration, Integration

The Workday Services Partner will implement the approved configuration design. Deliverables include: accurately configured Workday instances, roles and security configuration, configured users mapping, configured objects identification and mapping, and operational Manual.

The Workday Services Partner will implement the approved integration design. Integration includes, but is not limited to:

• Single sign-on (SSO) integration with UMUC’s SAML 2.0 authority as Identity Provider
• Integration with third parties via batch jobs
• Integration with the State of Maryland for financial reporting (R Stars)
• Integration with PeopleSoft Campus Solutions 9.1 and Workday HCM/Payroll

Deliverables include: commented object model and meta data for both the application logic and structure stored in a configuration management tool under version control, unit tested integrations.
2.4. Data Migration

The Workday Services Partner will collect, analyze, clean, and remove duplicative data prior to migration to Workday. Specifically, the partner will design ETL and other migration activities, develop migration protocol and rollback options, execute the migration(s), and validate data quality and completeness post migration. Performing these activities requires that the Workday Services Partner coordinate with UMUC SMEs for Finance, HR, payroll, and IT. Deliverables include: data analysis document, data migration design, ETL and related scripts, documented test results.

2.5. Reporting, Analytics, Dashboards:

Dashboard reporting and analysis capabilities are intended to further enhance deployment and ensure high quality visibility into UMUC critical business information. There is a direct correlation between use of executive dashboards and successful user adoption. Based on reporting, tracking and dashboard requirements, the Workday Services Partner should identify and configure reports that can be easily accessible based on user roles and permissions from the existing suite of Workday reports. The partner is expected to capture and analyze reporting requirements, identify standard reports and dashboards, and test the efficacy of reports and dashboards with live data. Deliverables include: fully functioning and tested reports and dashboards that achieve the defined and approved reporting requirements. The report set will include socio-economic (i.e. Minority Business Enterprise, Small Business, Preferred Providers, etc.) reporting that complies with State of Maryland and/or USM policies and requirements.

2.6. Quality Assurance and Testing:

Quality Assurance is an area of utmost importance to UMUC. Although it is the obligation of the Workday Services Partner to guard against defects and deficiencies in its implementation, it is expected that the University will also participate in this process. UMUC expects the Workday Services Partner to provide documentation of all quality assurance data in a format agreed to by the UMUC Project Manager.

The partner is expected to create a test approach, create a test plan, create test cases and scenarios, create test scripts mapped to requirements, execute end-to-end integration testing, and conduct User Acceptance Testing. The Workday Services Partner will also correct any defects identified in its deliverables. UMUC is responsible for providing test data, and test environments and accounts for integrated platforms like PeopleSoft Campus Solutions and UMUC’s SSO components. Deliverables include: test plan, test cases, issues and defects tracking log with resolution, test results generated from an automated testing, requirements traceability matrix.

Coordination of the Workday Delivery Assurance with Workday and the University is also included in this scope of this work.

2.7. Training, Knowledge Transfer, User Adoption:

The Workday Services Partner will provide role-based and scenario-based Workday curriculum, create Quick Reference Guides (QRG), create Participant and Facilitator Guides, and deliver training for all users. The Workday Services Partner is responsible for transitioning training
materials and delivering “train-the-trainer” sessions to UMUC’s in-house trainers (if available) for training of all subsequent users. Furthermore, the partner is expected to establish a UMUC knowledge base and transfer operations to UMUC SMEs for administration. Deliverables include: training curriculum which includes: Quick Reference Guide (QRG), User Manual, Train-the-trainer manual (including role-based and scenario-based exercises), Classroom exercises and examples, Training Summary, including recommendations for changes in application set-up, configuration, and/or process, Data quality and cleansing process.

2.8. Project Management & Team

Given the critical nature and short timeline of this project, UMUC expects the Workday Services Partner to provide a dedicated Project Manager assigned only to UMUC for the duration of this project. The Workday Services Partner Project Manager will partner with the UMUC Project Manager and will provide regular (no less than weekly) written summaries of key project activities accomplished to-date and key activities to be completed in the up-coming period. The Workday Services Partner PM and UMUC PM will publish and maintain a project plan, assign resources, and schedule key milestones for this implementation. The partner will develop a communication and change control plan with key messages, expectations and timing for distribution to the organization. The team will also develop preliminary adoption criteria, reporting and tactics to ensure system utilization like an Adoption Assurance Action Plan. These criteria will be further validated through the Business Process Leadership and Requirements Definition Phase.

Additional Subject Matter Experts (SMEs) must also be dedicated to this project. A staffing plan is expected as part of the Workday Services Partner’s response. UMUC also expects the Workday Services Partner to provide most of its work on-site with limited work activities occurring off-site.

3. UMUC Staff Transition

3.1. Workday Services Partner is to specify a recommended transition plan which may propose, but not require, the hiring of UMUC in-house staff like administrators, developers, and product SMEs.
SECTION III

PROCUREMENT PHASES AND EVALUATION PROCESS
SECTION III

PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS

SECTION III

ARTICLE 1 – INITIAL PHASE OF THE PROCUREMENT

INITIAL TECHNICAL PROPOSAL

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

The Initial Technical Proposal should be prepared in a clear and concise manner. The contents of this Initial Technical Proposal must address the following items 2.1 through 2.5, and additionally, must include the appropriate completed forms as indicated in items 2.6 and 2.7. Failure to include any of the items listed may result in the Technical Proposal being found non-responsive and/or will affect the evaluation of your firm’s Technical Proposal response.

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

For ease of use by UMUC, Proposers are asked to paginate the Initial Technical Proposal. A Transmittal/Cover Letter that is prepared on the Proposer's business stationery must accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief, but shall list all items contained within the Technical Proposal as defined below. The letter must be signed by an appropriate person of the Proposing Firm (See Paragraph 3. below.)

2. In no more than twenty (20) pages including all appendices but not including the Transmittal Letter, Financial Attestation, Bid/Proposal Affidavit, and Receipt of Addenda Form, the Proposing Vendor/Contractor is to provide the following:

2.1. Proof of Workday Certified Business Partner/Proposed Organization to Service UMUC and Evidence of Similar/Relevant Experience:

2.1.1 Provide documented proof that the Primary Proposing firm (the firm that is submitting the proposal and will be signing the resulting contract if selected as the awarded firm) is a Workday Certified Business Partner.

2.1.2 A list of the proposed firms/companies including all firms/companies’ addresses and all firm’s/company’s proposed role and responsibility on the UMUC Contract if Proposer was selected for the award of the Contract.

2.1.3 Provide an organizational chart of the proposed firm(s) and key personnel showing the structure of the Proposer’s team specifically being proposed for UMUC’s engagement. This chart should show the management structure of the firms with the location of upper level management and regional management support staff, as well as, those key personnel actually anticipated to be assigned and dedicated to manage/staff this engagement.
2.1.4 The Proposer is to provide evidence of a minimum of three (3) similar or relevant Workday Financials Implementation clients (currently being serviced or prior clients serviced within the last three (3) years) that meet the UMUC requirements.* Use client and short case studies to illustrate performance examples of those that Proposer deems are the best examples of prior or current clients. These contracts should be relevant in size, scope and complexity to the University of Maryland University College’s requirements. Sufficient description of the Workday Financials Implementation services, including modules implemented, number of users, client’s prior Financials ERP, Proposer’s staff assigned to the client, etc. is to be provided about these implementations so that UMUC may evaluate the similarity and complexity as compared to UMUC’s needs. Client name, address, contact person, email address, and telephone number including area code and extension of contact person for the client are to be provided for the contracts provided**.

*Note 1: If the proposed organization includes more than one firm/company, then this information is to be provided for all firms/companies that comprise the Proposer’s team.

**Note 2: UMUC may, at its sole discretion, but is not required to do so, contact any of the clients provided to verify the information and to obtain a reference on the performance of the Vendor/Contractor in providing Workday Financials Implementation services.

UMUC reserves the right to check any available reference sources as well as factor in past performance with UMUC and/or other USM Institutions and/or State of Maryland, if applicable, even if not provided as a reference by the Proposing Consultant.

Please be sure that accurate contact information is provided and that the contact person is capable of speaking to a firm’s capability in performing the services.

2.2 Experience with Higher Education, UMUC and/or University System of Maryland:

2.2.1 List of higher education clients who Contractor is providing Workday Financials implementation services.

2.2.2 List current and/or past contracts for Workday Financials services that Contractor is/has providing/provided to UMUC, other USM institutions, and/or State of Maryland.

Note 1: UMUC may factor in past performance with UMUC and other USM institutions in the evaluation of proposals.

Note 2: If the proposed organization includes more than one firm/company, then the information requested in Section 2.2 above is to be provided for all firms/companies that comprise the Proposer’s team.

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

- Description of your firm’s capabilities, capacity, and resources specific to providing Workday Financials implementation services.
- Firm overview, corporate background, mission statement, and/or philosophy;
• Primary business focus or specialty;
• Headquarters location;
• Location of office that will provide the services to UMUC and number of employees
• Number of years your company has been in business;
• Number of years in providing Workday Financials implementation services;
• List of top ten (10) clients by annual contract (dollar amount)
• List of top ten (10) clients of Workday Financials implementation Services by a) dollar amount of contract, AND b) number of client users of Workday Financials
• List of higher education clients which are being served by the Proposer;
• Any other notable facts that may demonstrate your firm’s unique qualifications and aid in the selection process.
• **Annual Sales Volume for the entire company and the location which will service the University** on a per year basis for the last three (3) years [2012, 2013, and 2014] for:
  ➢ All Services;
  ➢ Workday Practice (all modules.); and
  ➢ Workday Financials Practice
• **Financial Attestation:** Firms shall provide a statement or attestation of its financial condition to confirm that it has adequate financial resources to support its Technical Proposal response. Such statement and/or attestation may include: a) letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement; or e) any other documentation that firm feels adequately attests to its financial resource viability. It is acceptable that such documentation be provided solely in the original copy of the Technical Proposal.

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

* Note: If the proposed organization includes more than one firm/company, then the information requested in Section 2.4 above is to be provided for all firms/companies that comprise the Proposer’s team.

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

a. **Account/Client Relationship Representative.** This is the person who is UMUC’s point of contact for managing the relationship between the Vendor and UMUC from contract award through contract expiration or termination. It is expected that this person be available for onsite meetings, especially during the initial months of the
engagement, and once the Contractor’s staff is stabilized, thereafter, for periodic face-to-face and/or teleconference meetings for relationship check-ups.

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

c. **Program Manager:** This is the person who will be the full time representative for the Contractor’s project team. He/she will be the University’s Point of Contact for the project. He/she will be the lead person for the engagement and will be responsible for managing all contractor resources assigned to this engagement both onsite and remote.

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

2.6. **Proposal Affidavit**

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

2.7. **Acknowledgement Of Receipt Of Addenda Form:**

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

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

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

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

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

4.3. Qualifying Proposals

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

4.4 Initial Technical Evaluation

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the initial technical proposals in accordance with the Evaluation Criteria. The process involves applying the evaluation criteria contained in the RFP and determining those proposals that are susceptible of the award. The Committee may shortlist based on the evaluation process. The decision for continuation in the procurement process (or further shortlists) will be made by the strengths, weaknesses, advantages, and deficiencies of the initial technical proposal.

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

1. Firm’s Profile in providing similar Workday Financials Implementations;
2. Past experience of the Proposer in similar Workday Financials Implementations engagements including past experience, if applicable, with UMUC and/or other USM Institutions and/or other higher education institutions;
3. Staffing Resumes, and
4. Proposed Organization to Service UMUC.

4.4 Proposals evaluated by UMUC to be viable and of further interest (ie “shortlisted”) will progress to the next phase of the procurement (See RFP Section III, Article 2, Second Phase Technical Proposal.)

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

END OF SECTION III, ARTICLE 1
SECTION III

PROCUREMENT PHASES AND PROPOSAL REQUIREMENTS
SECTION III
ARTICLE 2- SECOND PHASE OF THE PROCUREMENT

1. All shortlisted firms following the Initial Technical Evaluation will then be required to provide a Second Phase Technical Proposal.

2. Second Phase Technical Proposal: Following the Initial Technical Evaluation, only Proposer who remains shortlisted will be required, to submit a Second Phase Technical Proposal (Tech Proposal-2) in accordance with the Solicitation Schedule. The purpose of this Tech Proposal-2 is to modify, enhance and supplement the firm’s Initial Technical Proposal to further convey the Proposer’s expertise and qualifications to provide the required services. The Tech Proposal-2 is to address in more detail and specificity the following topics:

2.1 Providing the Services/Staffing Resources:

2.1.1 A description of the proposed contracting relationship and the roles and responsibilities of all firms that comprise the Contractor’s team.
   - Clearly defined roles and responsibilities specifically for UMUC’s project between Contractor and any and all subcontractor(s) indicating lead and secondary responsibilities
   - Master Contractor’s team’s ability and capacity to provide all requested services that are stated in the Section II, SOW of this solicitation.
   - Provide prior working relationships amongst the firms and the proposed Key People on similar and relevant Workday Financials Implementations

2.1.2 Staffing plan that includes the following:
   - Organizational chart of the proposed staffing;
   - Names and Qualifications (i.e. resumes*) of the staff to be assigned to UMUC;
   - Roles and responsibilities of the staff to be assigned;
   - The assigned staff’s anticipated work schedule onsite and/or remote;
   - The assigned staff’s other workload assignments during UMUC’s project
   - Quality Assurance processes and procedures; and,
   - The executive management organization and escalation path for issues resolution

*Note 1: In addition to the complete resumes (education, prior employers, project work experience, project references**) provided in the Initial Technical Proposal, Proposers are to provide complete resumes of the Lead Technical person(s), and the Lead Functional person(s)**.

**Note 2: See note below in 2.4 regarding references.

***Note: By submitting the Account/Client Relationship Representative, Executive Manager, Program Manager, Lead Technical person(s) and Lead Functional person(s) for consideration, the Proposer is committing these people to UMUC for the duration of the

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contract, if awarded. No personnel changes will be permitted without written authorization from the University via a contract amendment. The University, at its sole discretion, reserves the right to request personnel changes if deemed in the best interest of the contract.

2.1.3 **A recommended, detailed work plan/schedule/timeline** [resource loaded with Contractor’s, and any subcontractor’s, staff (both onsite and remote) and UMUC’s staff] developed specifically for UMUC’s project that shows tasks, duration of tasks, relationship/dependencies of tasks, etc.; Please note that UMUC reserves the right to use the modified Workday Methodology, incorporating some aspects of waterfall/SDLC. Contractor is responsible for managing any QA process required by Workday with the project team. These QA checkpoints should be provided on the recommended work plan/schedule/timeline.

2.1.4 **Proposer is to provide a narrative on how they plan to handle quality assurance during the engagement inclusive of the required Workday QA process.**

2.1.5 **Assumptions including, but not limited to, expectations for UMUC and UMUC’s project staff,** (See the Section II of this Solicitation for further information about the UMUC project staff.)

2.2 **Firm References**: 

For all of the client contracts provided in the Initial Technical Proposal which were deemed by the Proposer to be the most relevant to the UMUC requirements, Proposer is to verify that all contact information for these references is current and accurate.

****References: The University intends to check references of the above contracts and those of the Key Personnel (provided in 2.1.2 above and/or in the Initial Technical Proposal) **only** of the final shortlisted Proposers. The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available, including past performance with UMUC, even if not provided as a reference by the Proposer.

It is imperative that the contact names and phone numbers given for the contracts/clients listed are accurate. References will be held in the strictest of confidence by the University. Such references are to be from different contracts; that is, only one reference per contract is allowed.

2.3 **Recommendations for structure of Price Proposal:** Without providing a quote for the cost of the UMUC Workday Financials Implementation, Contractors are to provide two (2) recommended options for pricing the engagement. The rationale for these recommendations is to be provided including the pros and cons from the Contractor’s and Owner’s perspectives.

2.3.1 Proposers are to indicate, for each recommendation, the information that UMUC will need to provide to Proposers in order that the final shortlisted Proposers may accurately quote the engagement.
2.4 **Acknowledgement of Review of UMUC Sample Master Contract:** Per Section I, Paragraph 8, the Proposer is to warrant that they have reviewed Appendix D and will execute such a contract upon request by UMUC, as may be negotiated (form found in Appendix B). Any exceptions to the UMUC Sample Contract are to be provided in the Technical Proposal 2. Proposer is to also acknowledge that UMUC is under no obligation to accept such requested exceptions and, as a result of such exceptions, may elect to find the Proposer not susceptible of the award(s) of the Contract(s). (Note: As the procurement progresses, the Sample Contract may be revised. If this occurs, it is the intent of UMUC to issue the final version of the Sample Contract via Addendum to all shortlisted Proposers prior to the due date for the Second Technical Proposals.)

2.5 **Acknowledgement of Receipt of Addendum (if any):**

If any addenda to the RFP documents are issued prior to the due date and time for Technical Proposals-2, this form (found in Appendix B) is to be completed, signed, and included in the Proposer’s Technical Proposal-2.

2.6 **Technical Proposal-2’s are to include a) transmittal letter, and, b) must be signed by an appropriate official of the firm.** Refer to Section III, Article 1, for information regarding these items. Proposers may submit the Tech Proposal-2 electronically by the closing time and date specified in the Solicitation Schedule or in a subsequent addendum to the Solicitation. Late submittals cannot be accepted.

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

3.1 Following the receipt of the Second Phase Technical Proposals, UMUC will conduct a second technical evaluation and may, at its sole discretion, further shortlist. All Tech Proposals-2 received from the shortlisted Proposers will be reviewed and evaluated by the UMUC Evaluation and Selection Committee (“the Committee”). (Refer to RFP, Section III, Article 1, Paragraph 4.1.) If no Tech Proposal-2 is received by UMUC, the Proposer will not be considered further for the award.

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

3.3. **Qualifying Proposals-2**

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

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

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

1. Organization of the team, Staffing and Management Plan and qualifications of the proposed staff specifically for UMUC’s engagement;
2. Implementation Methodologies and Processes and recommended schedule;
3. Past Experience on similar and relevant workday financials implementation contracts/projects; and,
4. Firm’s Profile in providing Workday Financials Implementation Services

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

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

END OF SECTION III, ARTICLE 2
1. **Oral Presentation/Discussion Sessions**

1.1 **Only** those Proposers who are shortlisted following the second technical evaluation shall be offered the opportunity to participate in the **Oral Presentation/Discussion Sessions** (“Discussion Sessions”). UMUC intends to invite these shortlisted Proposers, at no cost to the University, to attend these Discussion Sessions which will be held at the convenience of UMUC. The short listed firms will make a presentation of their proposal to convey their capabilities and expertise in Workday Financial Implementation Services offered by the Proposer as a further consideration in the selection process.

The date and time of the Discussion Sessions will be set by the University upon completion of the initial technical evaluation, however, these sessions are anticipated to be held per the Solicitation Schedule. Proposers are advised to set this(ese) date(s) aside in its(their) entirety on the Account /Client Relationship Representative’s, Executive Manager’s, Program Director’s, Lead Technical person, and Lead Functional person(s) calendars accordingly to avoid any conflicts. The actual time on this date will be scheduled with the applicable Proposers at the convenience of UMUC at its sole discretion. Due to scheduling logistics, Proposers will not be able to select a date or time for these sessions.

The purposes of the Discussion Sessions are as follows:

- to allow the University to meet the proposed Key Personnel, as well as other key people, and to allow these key people to convey their expertise and applicable Workday Financials Implementation services experience; these Key People should actively participate in the Discussion Session so that their workday financials implementation expertise to achieve UMUC’s scope and objectives is demonstrated;

- to allow the Proposer an opportunity to present its proposed services and methodologies as well as staffing **specifically for UMUC’s contract** in more detail to convey both the firm’s and the Key People’s expertise and experience in workday financials implementation services;

- to discuss/clarify any and all aspects of the Proposal; and,

- to provide an opportunity to clarify the scope of services for this contract including a discussion, if time permits, on the structure of the fee proposal.

At this time, each Proposer will be required to have present in person the proposed Account/Client Relationship Representative, Executive Manager, Program Director, Lead Technical person, and Lead Functional person(s) (at a minimum) who will be responsible for the provision of services as indicated in the Proposer's technical proposal. Other people who may be responsible for the provision of services as indicated in the Proposer’s technical proposal are welcome to attend.
The Discussion Session forums will be informal as the University is not interested in solely a sales presentation; rather, the University is requesting a discussion session with each of the shortlisted firms that allows ample time for the University and the Proposing Firm to ask questions and discuss issues/concerns related to the scope of the contract and the firm’s capabilities/qualifications. It is expected that the proposed Key People actively participate in the Discussion Session. The Discussion Session should not be dominated by executives and/or business development/sales staff.

2. **Final Technical Evaluation**

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

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

1. Organization of the team, Staffing and Management Plan and qualifications of the proposed staff specifically for UMUC’s engagement, including references of the Key Personnel,
2. Workday Financials Implementation Methodologies and Processes and recommended schedule,
3. Past Experience on similar and relevant contracts/projects/Firm References, and,
4. Firm’s Profile in providing Workday Financials Implementation Services

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

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

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

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

ARTICLE 4
PRICE PROPOSALS/PRICE EVALUATION

1. **Price Proposal**

1.1 **Only the final shortlisted firms following the technical evaluation will be requested to submit a Price Proposal.** Refer to the Solicitation Schedule for the anticipated due date and time for **Price Proposals.** Details regarding the Price Proposal submittal will be provided in a written addendum issued to the final shortlisted firms.

It is the intent of the University that the Price Proposal will consist of pricing the entire engagement from commencement to post go-live support.

1.2 **Reimbursables:** There are no reimbursables associated with this contract. For any services done under the resulting Contracts, all expenses, including, but not limited to, all travel and related expenses, are to be included in the firm’s price and/or hourly rates for each staff position.

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

2. **Price Proposal Evaluation:**

Price Proposals will be evaluated based on the total quoted fees for the engagement. The University may elect to request Best & Final Price Proposal(s).

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

END OF SECTION III, ARTICLE 4
SECTION III
PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 5
FINAL EVALUATION/RANKING AND SELECTION

1. **Discussions.**

   The University reserves the right to recommend an Offeror(s) for contract award based upon the Offeror's technical proposal [Initial Technical Proposal, Tech Proposal-2, and Discussion Session] and price proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

2. **Best and Final Offers.**

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

3. **Final Ranking and Selection**

   Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contract(s) to the responsible Offeror(s) whose proposal(s) is(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.

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

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

END OF SECTION III, ARTICLE 5

END OF SECTION III
APPENDIX A

INITIAL TECHNICAL PROPOSAL FORMS

1. Sample Transmittal Letter
2. Bid/Proposal Affidavit
3. Acknowledgement of Receipt of Addenda Form
PROPOSER: ____________________________________________________
Federal Identification Number/Social Security Number: ________________
Address: ________________________________________________________

DATE _______________________

The undersigned hereby submits the Initial Technical Proposal as set forth in RFP #91360 dated
September 21, 2015.

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

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

1. Documented proof of Workday Certified Partner status
2. Team Organization of the Proposer
3. Evidence of a minimum of Three (3) similar/relevant Workday Financial Implementations
4. Experience with Higher Education, UMUC and/or USM
5. Description of Firm’s relevant qualifications
6. Resumes of Account/Client Relationship Representative, Executive Manager, and Program
   Manager
7. Bid/Proposal Affidavit (completed)
8. Acknowledgement of Receipt of Addenda form

Authorized Signature to bind firm to Offer: Contact name and information for Proposal
contents:
Printed Name: ______________________  Name: ______________________
Signature: __________________________  Title: ______________________
Title: ______________________________  email: ______________________
Date: ______________________________  Direct dial phone number ________
Extension number (if applicable) _______
APPENDIX A

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. NOT USED

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

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

_________________________________________________________________________________________________________
_________________________________________________________________________________________________________
D. AFFIRMATION REGARDING OTHER CONVICTIONS

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

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

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

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

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

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

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;

(7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT

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

_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

_________________________________________________________________________________________________________
G. **SUB-CONTRACT AFFIRMATION**

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

H. **AFFIRMATION REGARDING COLLUSION**

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

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. **FINANCIAL DISCLOSURE AFFIRMATION**

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

J. **POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

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

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

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

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
   a. Maintain a workplace free of drug and alcohol abuse during the term of the contract;
   b. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’ workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
   c. Prohibit its employees from working under the influence of drugs and alcohol;
   d. Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
   e. Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
   f. Establish drug and alcohol abuse awareness programs to inform its employees about:
      i. The dangers of drug and alcohol abuse in the workplace,
      ii. The business’ policy of maintaining a drug and alcohol-free workplace,
      iii. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
      iv. The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by K(2)(b), above;

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: ______________________________________________________________________

Address: ______________________________________________________________________

(If not applicable, so state.)

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

M. CONTINGENT FEES

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

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

(1) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
(2) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

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

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

_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

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

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

_________________________________________________________________________________________________________
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

P. ACKNOWLEDGMENT

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

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

Date: ___________________________ By: ___________________________

(Authorized Representative and Affiant)

Company Name: _______________________________________________________

FEIN No: _____________________________________________________________________
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 91360

INITIAL TECHNICAL PROPOSAL DUE DATE: October 15, 2015 on or before 11:59 pm EDT.

RFP FOR: WORKDAY FINANCIALS IMPLEMENTATION SERVICES

NAME OF PROPOSER: ________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. __ dated ______
Addendum No. __ dated ______
Addendum No. __ dated _
Addendum No. __ dated _
Addendum No. __ dated _

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

________________________________________
Signature

________________________________________
Name Printed

________________________________________
Title

________________________________________
Date

END OF FORM
APPENDIX B
TECHNICAL PROPOSAL 2 FORMS
PROPOSER: ____________________________________________________
Federal Identification Number/Social Security Number:____________________
Address:__________________________________________________________

DATE_______________________

The undersigned hereby submits the Second Phase Technical Proposal (Tech Proposal – 2) as set forth in Addendum ___ to RFP #91360 dated September 21, 2015.

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

In accordance with Section III, Proposal Requirements, Article 2, we are enclosing the following in our Technical Proposal:

1. Providing the Services/Staffing Resources
2. Recommended Work Plan/Schedule/timeline
3. Firm References
4. Recommendation for the Price Structure
5. Acknowledgement of Review of UMUC Sample Contract
6. Acknowledgement of Receipt of Addenda form

We confirm that in the event we are shortlisted for this procurement, our proposed Account/Client Relationship Representative, Executive Manager, Program Director, Lead Technical person, and Lead Functional person(s) are available to attend a discussion session on either ______________ or ______________. We understand that these will be scheduled at the convenience of UMUC and that we will not be able to choose a time or date.

Authorized Signature to bind firm to Offer: Contact name and information for Tech Proposal 2 contents:

Printed Name:_______________________ Name:__________________________
Signature:__________________________  Title:______________________________
Title:______________________________
Date:______________________________ email:____________________________
Direct dial phone number________________ Extension number (if applicable)_______
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM
SECOND TECHNICAL PROPOSAL

RFP NO.: 91360

SECOND TECHNICAL PROPOSAL DUE DATE: November 9, 2015 on or before 11:59 pm EDT.

RFP FOR: Workday Financials Implementation Services

NAME OF PROPOSER: ________________________________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. __ dated ______
Addendum No. __ dated ______
Addendum No. __ dated __
Addendum No. __ dated __
Addendum No. __ dated __
Addendum No. __ dated __

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

________________________________________
Signature

________________________________________
Name Printed

________________________________________
Title

________________________________________
Date

END OF FORM
ACKNOWLEDGEMENT/WARRANT OF REVIEW OF
UMUC SAMPLE MASTER CONTRACT
RFP 91360 – Workday Financials Implementation Services

PROPOSER: __________________________________________________

Federal Identification Number/Social Security Number:____________________

Proposer’s Address:____________________________________________________

DATE_______________________

Per Section I, Paragraph 8 of the Solicitation, the undersigned hereby warrants that they have
reviewed the UMUC Sample Master Contract in Appendix D of the Solicitation (or if applicable,
issued with Addendum ___ of the Solicitation). The undersigned further warrants that they will
execute such a contract upon request by UMUC, as may be negotiated. Any exceptions to the
UMUC Sample Contract must be provided in the Technical Proposal 2. Proposer also acknowledges
that UMUC is under no obligation to accept such requested exceptions and, as a result of such
exceptions, may elect to find the Proposer not susceptible of the award(s) of the Contract(s).

Authorized Signature to bind firm to Offer: Contact name and information for
Proposal contents:

Printed Name:_______________________ Name:_______________________
Signature:________________________ Title:________________________
Title:________________________
Date:________________________
email:________________________ Direct dial phone number ______
Extension number (if applicable) ___
APPENDIX C

PRICE PROPOSAL FORMS
Living Wage Affidavit

(The request for Price Proposals and/or Form, if any, will be developed as the procurement progresses and will be issued via addendum to the final shortlisted firms; Only the Living Wage Affidavit is issued with the Solicitation.)
AFFIDAVIT OF AGREEMENT
Maryland Living Wage Requirements-Service Contracts

Contract No. ___91360 – Workday Financials Implementation Services ____________________________

Name of Contractor _____________________________________________________

Address_______________________________________________________________

City_______________________________ State________ Zip Code_______________

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____________________________________________

__________________________________________________________________________

Signature of Authorized Representative      Date

__________________________________________________________________________

Title

Witness Name (Typed or Printed)

_____________________________________________________________________________

Witness Signature         Date
APPENDIX D

Contract Forms

Professional Services Contract

Contract Affidavit

Employee Confidentiality Agreement
THIS CONTRACT (“Contract”) is made as of this ____ day of ____________, 201_ by and between __________________, a corporation organized under the laws of the State of ____________, with offices at ________________________, ______, __ _____, hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

RECITALS

The University issued solicitation documents (Reference ____________) _____ on _________, ______, 201_, or, absent a solicitation document, requested in writing, as amended from time to time (the “Solicitation”), to solicit a provider of ____________ services. Contractor submitted a technical proposal dated ________ _ 201_ and price proposal dated ________ __, 201_, and accepted by the University (“collectively Proposal”) in response to the Solicitation, and the University subsequently selected the Contractor as the awardee of this Contract.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE, CONTRACT DOCUMENTS, AND TERM

1.1 Contractor shall provide to the University _______________ professional services (the “Services”), as from time to time ordered by the University, in accordance with the terms and conditions of this Contract.

1.2 This Contract consists of multiple documents as follows in order of precedence:

   o This Contract Form (pages 1 through __);
   o If applicable, The Solicitation #__________ and all amendments to the solicitation, or absent a solicitation document, the UMUC request for submittal of a Proposal;
   o Contractor’s Technical Proposal dated ____________ as to Sections ___ only and Price Proposal dated ____________; and,
   o Statements of work, if any, issued from time to time, pursuant to this Contract (each of which is incorporated in this Contract whether or not physically attached hereto).

1.3 This Contract shall be in effect from _________________ __, 201_ through ____________ __, 201_ unless otherwise extended, expired or terminated pursuant to this Contract.

In addition to its termination rights in Section 10.1 and 10.2, UMUC at its sole option may discontinue the services, in whole or in part, of any or all of the contractor(s) at any time during the Term with 30 days notice with no further obligations to the Contractor and with no penalty. If UMUC elects to discontinue any or all contract(s), a summation of work in progress for the contract will be made and a mutual agreement as to how to finalize this work in progress and/or transition to a new provider of UMUC Workday Implementation services will be made.
2. PROFESSIONAL SERVICES

2.1 The Contractor shall perform the Project as described in Exhibit A to this Agreement. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to Exhibit A. The Contractor shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.

2.2 The maximum fee for the Contractor's professional services is ______. The Contractor’s fees for services required to complete the Project shall not exceed the maximum fee.

2.3 The UMUC Office of ______ will designate a staff member to act as coordinator (“Project Coordinator”) between UMUC and the Contractor. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Coordinator and also to any other UMUC personnel designated by the Project Coordinator. Direct contact or communication by the Contractor with other UMUC offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.

2.4 The professional services team for the Project shall be the same team identified in the Contractor's submittal responding to UMUC's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to UMUC's approval, and notify UMUC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor’s Team) shall be reported to UMUC in writing as they occur.

2.5 All terms and conditions of UMUC's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon UMUC and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMUC.

3. FEES AND PAYMENT

3.1 Contractor’s fees shall not exceed the rates set forth in the Contract per the Contractor’s price proposal dated ______________.

3.2 As compensation for satisfactory performance of Services, the University will pay Contractor no later than thirty (30) days after the University’s receipt of a proper invoice from Contractor. Charges for late payment of invoices will be only as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended.
3.2.1 Payment requests (invoices) shall be submitted electronically to the Accounts Payable Department, University of Maryland University College, 3501 University Boulevard East, Adelphi, MD 20783-8002 at accountspayable@umuc.edu. Contractor may also send the invoices to the UMUC Ordering Department (as noted on the cover page of this Contract). The University’s current Purchase Order number, issued for accounting purposes only, must be noted on all invoices.

3.3 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. The University is generally exempt from such taxes, and Contractor agrees not to charge the University for such taxes in accordance with applicable law. The University will provide exemption certificates upon request.

3.4 Electronic funds may be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor an exemption. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

4. WORK PRODUCT

4.1 Contractor shall complete all reports and presentations required by the University and other reports set forth in the relevant Task Order.

4.2 Contractor agrees that all research, notes, data, computations, estimates, reports or other documents or work product obtained by or produced by Contractor under this Contract (the “Work”) shall be the sole and exclusive property of the University. Upon the University’s request or upon the expiration or termination of this Contract, Contractor shall deliver or return all copies of the Work to the University. The Contractor is permitted, subject to its obligations of confidentiality, to retain one copy of the Work for archival purposes and to defend its work product.

4.3 Notwithstanding the terms of Paragraph 4.2, Contractor, and if applicable, its subcontractors, is permitted to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions and tools) developed or possessed by the Contractor prior to, or acquired during, the performance of the Services under this Contract.

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

4.6 In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

5. **EVALUATION AND ACCEPTANCE PROCEDURE**

5.1 Upon completion and delivery of each deliverable by Contractor, UMUC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 3 of this Contract will be based on the completion/delivery of a deliverable by Contractor and acceptance by UMUC of each deliverable. Contractor will demonstrate to UMUC that the deliverable has been completed or has occurred and will provide UMUC with written notice of the same.

5.2 Within ______ business days, unless another time period is mutually agreed, of receipt by UMUC of a scheduled deliverable from Contractor, UMUC shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then UMUC will provide written confirmation to Contractor that the deliverable is accepted.

5.3 If the deliverable does not Materially Conform, UMUC shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to UMUC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to UMUC within the time period specified, or if not specified, then within ten (10) business days for further testing by UMUC. If the deliverable again fails to Materially Conform then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then UMUC may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin the termination process as defined in Section 10.1 of this Contract. If UMUC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

5.4 If either party fails to meet the testing period described above, or any other periods of time as mutually agreed to, the other party may declare the Contract in material breach and begin the termination process as defined in Section 10.1 of this Contract.
6. INTELLECTUAL PROPERTY

6.1 Neither party may use the other party’s name, trademarks or other proprietary identifying symbols without the prior written approval of the other party.

6.2 Contractor agrees to defend upon request and indemnify and hold harmless UMUC, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, software, supplies, equipment or services under this Contract.

7. CONFIDENTIAL INFORMATION

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

7.2 Contractor shall use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor employees engaged in that performance.

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

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

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

7.6 Contractor’s obligations with respect to Confidential Information shall survive the expiration
or the termination of this Contract.

7.7 Contractor acknowledges that Contractor’s failure to comply fully with the restrictions placed
upon use, disclosure and access to Confidential Information may cause the University grievous
irreparable harm and injury. Therefore, any failure to comply with the requirements of this
Article 6I shall be a material breach of this Contract.

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

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

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

7.10 All Confidential Information received by Contractor shall be returned to the University or
destroyed upon completion or termination of this Contract.

8. RELATIONSHIP OF THE PARTIES

8.1 Nothing in this Contract shall be construed to establish a relationship of servant, employee,
partnership, association, or joint venture between the parties. Neither party shall bind or
attempt to bind the other to any contract, warranty, covenant or undertaking of any nature
whatsoever unless previously specifically authorized in writing in each instance.

8.2 It is understood and agreed that Contractor is an independent contractor of the University, and
not an employee. Except as set forth in this Contract, the University will not withhold income
taxes, social security or any other sums from the payments made to Contractor hereunder. All
employees or contractors of Contractor shall in no way be considered employees of the
University, but rather they shall be employees or contractors of Contractor, and Contractor
shall bear full responsibility for compensating those persons and for the performance of the
Services by way of them.
8.3 Each party reserves the right to review all press releases or other public communications of the other party that may affect the party’s public image, programs or operations.

9. DISTRIBUTION OF RISK

9.1 Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract. Contractor shall also maintain in full force and effect workers’ compensation insurance as required by the laws of the jurisdiction the Services are performed. Upon request, Contractor shall provide the University with evidence of such insurance.

9.2 Contractor shall indemnify and hold harmless the University and the State of Maryland, their officers, employees, and agents, from any and all costs (including without limitation reasonable attorneys’ costs and cost of suit), liabilities, claims, or demands arising out of or related to Contractor’s performance under this Contract. The University agrees to notify Contractor promptly of any known liabilities, claims, or demands against the University for which Contractor is responsible hereunder, and Contractor agrees to at UMUC’s request defend the University or settle any such liabilities, claims, or demands.

9.3 Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.

10. GENERAL TERMS AND CONDITIONS

10.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the University may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The University will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause the University further damage. All finished or unfinished work provided by the Contractor, to which the University is entitled pursuant to this Contract shall become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies And Procedures.

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

10.3 **Delays and Extension of Time.** The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or the University, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantines, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

10.4 **Suspension of Work.** The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.

10.5 **Subcontracting and Assignment.**

10.5.1 With the exception of those subcontractors named in the Contractor’s Proposal dated _____ (to be used if any subcontractors are named), the Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of the University nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMUC. The University shall not be responsible for the fulfillment of the Contractor’s obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that UMUC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to the University for acts and omissions of subcontractors.

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

10.6. **Maryland Law Prevails.** The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.

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

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

10.9 **Notices.** Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five (5) calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other party as follows:

For the University:

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

For the Contractor:

________________________  
________________________  
________________________

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

10.11 **Retention of Records.** Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State and will make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

10.12 **Non-Hiring of Employees.** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

10.13 **Non-Discrimination in Employment.** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
10.14 Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

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

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

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

10.18 Ethics. This Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any UMUC employee in connection with this procurement.

10.19 Compliance with Laws. The Contractor hereby represents and warrants that:

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

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

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

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

10.20 Indemnification. UMUC shall not assume any obligation to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this Contract.
10.21 **Multi-Year Contracts Contingent Upon Appropriations.** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

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

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

10.23 **Insurance**

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

- Commercial General Liability Insurance including all extensions-
  - Not less than $1,000,000 each occurrence;
  - Not less than $1,000,000 personal injury;
  - Not less than $2,000,000 products/completed operations aggregate; and
  - Not less than $2,000,000 general aggregate.

- Workmen’s compensation per statutory requirements.

- If applicable, Fiduciary Bonding of Workers with access to credit card information.

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

10.23.2 All policies for liability protection, bodily injury or property damage and fiduciary Bonding must specifically name on its face the University as an additional insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor’s liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor’s liability for injury to the property of the University and to the persons or property of employees, student, faculty members, agents, officers, regents, invitees or guest of the University.
10.23.3  Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company will notify the Procurement Officer in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy”. Upon the request of the Procurement Officer, a certified true copy of each policy of insurance including the above endorsement manually countersigned by an authorized representative of the insurance company shall be furnished to the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder’s rating of “A-“or better.

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

UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE

By: ____________________________  By: ____________________________
Name: ________________________  Name: ________________________
Title: _________________________  Title: _________________________
Date: _________________________  Date: _________________________
THIS Exhibit A to CONTRACT (“Contract”) is made as of this day of , 201 by and between , a corporation organized under the laws of the State of , with offices at , , . hereinafter referred to as "Contractor," and the University of Maryland University College (UMUC), a constituent institution of the University System of Maryland, an agency of the State of Maryland, with offices at 3501 University Boulevard East, Adelphi, MD 20783, hereinafter referred to as the "University."

Description of Scope of Work:
APPENDIX A
CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

   Name: __________________________________________________________

   Address: __________________________________________________________

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

   (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.
(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated ________________, 20__, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: ________________ By: __________________________________________________________
Appendix B  
University of Maryland University College  
Confidentiality of Institutional Data

As an employee of the _______________ (“_______”) assigned to UMUC, you are regularly in possession of information about the University of Maryland University College (the “University”), its internal operations, its students and employees. The information that you will have as a result of access to University systems in connection with your assigned duties is part of the overall information before you as a member the University community. However the information that you will obtain through accessing the University’s information systems includes human resources/payroll, financial and/or student information (collectively referred to herein as “Institutional Information”) and is highly sensitive to the University. Therefore, given the nature of this information, this statement represents a good opportunity to review and acknowledge your existing obligation as a member of the University community to protect from disclosure and unauthorized use the Institutional Information, that is or was learned, developed, conceived or prepared by the University or you in the scope of your assignment at the University.

You acknowledge that, as a _____ employee assigned to UMUC, you will maintain in strictest confidence and not disclose or use, either within the University or to third parties (other than _______), either during or after your term of employment, any Institutional Information, whether or not in written form, except as authorized by the University, and then only to the extent required to perform duties on behalf of the University. Additionally, you acknowledge that you are not authorized to share system passwords with anyone. Any information or Institutional Information obtained from these systems is or may be protected by various privacy laws and shall not be used or disclosed for any purpose other than as a part of your assigned duties. Misuse or abuse of this access privilege is a serious matter, which may constitute a violation of applicable federal and/or state statutes.

You acknowledge that upon termination of your assignment or at any time upon the University’s request, you will promptly deliver to the University without retaining copies, all documents and materials furnished to you by the University or prepared by you for the University that incorporates Institutional Information.

Violations of this confidentiality could result in penalties, up to and including termination of your assignment to UMUC and/or reporting to criminal authorities for prosecution.

By signing this form, you acknowledge that you have read the statement and that you understand your obligation as employee to maintain the confidentiality of any and all University data, including but not limited to the Institutional Information and that you understand the associated penalties. This signed Confidentiality Statement will be maintained by the University.

Acknowledged:  
Employee’s Signature:

__________________________________________________________________________  ________________  
Signature                                               Date

Print Name
APPENDIX S
SOLICITATION TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

This RFP shall be conducted in accordance with USM Procurement Policies and Procedures. The procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html.
11. Confidentiality of Proposer’s Information.
A Proposer should give specific attention to the identification of those portions of the proposal that the Proposer deems to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Proposers are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Proposer’s position regarding its proposal. A blanket statement by a Proposer that its entire proposal is confidential or proprietary will not be upheld.

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


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

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

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

17. Alternate Solution Proposals.
Contractors may submit an alternate to the solution given in this RFP.

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

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

The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors, representatives, or agents) to provide quality assurance and auditing.

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

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

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

24. **Debriefing of Unsuccessful Offerors.**

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

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

25. **Maryland Public Ethics Law, Title 15.**

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

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

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

26. **Assistance in Drafting.**

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

27. **Living Wage Requirements**

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

The Living Wage rates change each year and are published 90 days from the end of the State fiscal year. Living Wage rates may be found at https://www.dllr.state.md.us/labor/prev/livingwage.shtml. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

28. **Minority Business Enterprises.**

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

29. **Confidentiality of UMUC Information**

The selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University’s business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected firm must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University’s confidential information. UMUC may conduct discussions with Offerors in order
to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offeror to propose responsive solutions to UMUC’s needs and requirements, UMUC is willing to disclose certain confidential information to Offeror, including without limitation information concerning UMUC’s business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation (“Confidential Information”). By submitting a proposal in response to this RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by UMUC, Offerors may be required to sign a Non-Disclosure Agreement.

END OF APPENDIX S