



UNIVERSITY OF MARYLAND GLOBAL CAMPUS

REQUEST FOR PROPOSAL #92224 FOR LEARNER INFORMATION SYSTEM (LIS) FOR WORKFORCE DEVELOPMENT

SIGNIFICANT MILESTONES

DATE AND TIME

Last Day for Questions	August 20, 2025 at 10:00 AM ET
Technical Proposal Due Date	September 5, 2025 at 10:00 AM ET
Discussion Sessions	Week of September 15, 2025 (anticipated)
Price Proposal Due Date	October 3, 2025 at 10:00 AM ET (anticipated)

ISSUE DATE: AUGUST 12, 2025

NOTICE: Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Primary Procurement Officer and provide their name and email address in order to ensure that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Offeror who fails to provide 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. It is the responsibility of the Prospective Offeror to monitor eMMA for updates to advertised Solicitations.

University of Maryland Global Campus
3501 University Boulevard East
Adelphi, Maryland 20783
www.umgc.edu

eMaryland Marketplace Advantage (eMMA)
<https://emma.maryland.gov/>

SOLICITATION SCHEDULE

RFP # 92224

Issue Date: **August 12, 2025**

Last Day for Questions: August 20, 2025 no later than 10:00 AM ET

Technical Proposal Due Date: **September 5, 2025 at 10:00 AM ET**

The dates below are for Shortlisted Offerors only

Discussion Session(s) for Shortlisted Vendors: Week of September 15, 2025 (anticipated)

Price Proposal Due Date: **October 3, 2025 (anticipated)**

Contractor(s) Selection Anticipated to be Finalized: October 24, 2025 (anticipated)

Agreement Executed by Selected Contractor(s): November 7, 2025 (anticipated)

Contract Commencement: **November 10, 2025 (anticipated)**

**UNIVERSITY OF MARYLAND GLOBAL CAMPUS
LEARNER INFORMATION SYSTEM (LIS) FOR WORKFORCE DEVELOPMENT
RFP# 92224**

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SECTION I. GENERAL INFORMATION

1. Summary.

1.1. Solicitation: The intent of this Request for Proposals (“RFP” or “Solicitation”) is to provide firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of the University of Maryland Global Campus (“the University” or “UMGC”). Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal (“Proposal” or “Offer”) from an Offeror of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail.

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

1.3. Background: Go to <http://www.umgc.edu/visitors/about/> for a profile of the University.

2. Issuing Office and Procurement Officers(s).

2.1. Issuing Office:

University of Maryland Global Campus
Office of Procurement Services
3501 University Blvd. East
Adelphi, MD 20783

2.2. Primary Procurement Officer:

Lauren Jaber
Senior Buyer, IT Procurement
301-985-7415
lauren.jaber@umgc.edu

2.3. Secondary Procurement Officer:

Keith Roland
Senior Buyer, IT Procurement
301-985-7082
keith.roland@umgc.edu

2.4. The Procurement Officer(s) shall be the point(s) 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 must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to lauren.jaber@umgc.edu and keith.roland@umgc.edu. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.

4. Pre-Proposal Meeting.

A pre-proposal conference will not be held for this procurement.

5. Proposal Closing Date/Due Date and Time.

5.1. Technical Proposal: Technical Proposals must be uploaded electronically at the UMGC Bid Locker link provided below no later than the date and time indicated in the Solicitation Schedule. **File names for the Technical Proposal documents are to include the RFP number and the Proposer's name. NO PRICING INFORMATION is to be provided in the Technical Proposal.**

Bid Locker link for Technical Proposal upload:
https://bidlocker.us/details/5243_Umgc_Rfp_92224___Learner_Information_System_Lis_For_Workforce_Development

Proposers must be registered on Bid Locker prior to uploading proposals.

To register* for a Bid Locker account, go to:
<https://bidlocker.us/Account/Signup/UMGC>.

Should you encounter any issues during account set-up or require additional assistance with Bid Locker, please reach out to Bid Locker directly at help@bidlocker.us or 267-225-1407. (*DO NOT wait until the due date for Proposals to sign up for an account; sign up as soon as possible.)

The University advises Proposers to allocate an adequate amount of time to create a Bid Locker account prior to any submission due date. It is also advisable to familiarize yourself with the Bid Locker site and the upload features and functionality related to uploading documents.

Proposers shall allow sufficient time in uploading the Technical Proposal to ensure timely receipt by the Issuing Office via the Bid Locker site. **Upon successful submission, Proposers may download a submission receipt on Bid Locker. Proposers will also receive an email confirmation within a few minutes from Bid Locker.** Proposers that do not receive confirmation should immediately notify the Issuing Office, and contact Bid Locker at help@bidlocker.us or 267-225-1407 to confirm that their Proposal has been received. **Proposers will not be able to upload Proposals after the due date and time, and late Proposals will not be considered.**

If any pricing information is included in the Technical Proposal, the Proposal may be deemed non-responsive by the Issuing Office. Hyperlinks to software products that indicate that the Technical Proposal is posted by the Proposer on an electronic site may be rejected or be considered non-responsive if a “Click-Through Agreement” is required to be accepted by UMGC in order to download the Technical Proposal.

By providing the Technical Proposal electronically to UMGC, the Proposer grants UMGC an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

- 5.2. **Price Proposal:** Refer to the Solicitation Schedule for the anticipated due date and time of Price Proposals. **Price Proposals will be requested at the appropriate time via addendum to all applicable shortlisted firms.**
- 5.3. Proposals should be provided in accordance with the Solicitation Schedule. Late Proposal submissions will not be accepted.
- 5.4. Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.

5.5. The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by UMGC to be an Offer.

6. Acceptance of Terms and Conditions.

By submitting a Proposal, an Offeror shall be deemed to have accepted 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.

7. Contractual Agreement and Term.

It is intended that one (1) contract will result from this Solicitation.

Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of UMGC, or such other date as UMGC and the Contractor shall agree. The Contract shall be in effect for one year, with an anticipated start date on or about November 10, 2025, unless otherwise extended, expired, or terminated pursuant to this Contract. The Initial Term of the Contract shall be for three (3) years. There are three (3) one-year renewal options at UMGC's sole option.

8. Confidentiality of UMGC's and Offeror's Information.

Refer to Appendix S for the terms of confidentiality of UMGC's and Offeror's information.

9. Post-Award Confidentiality.

Refer to Appendix C for the confidentiality obligations of awardees and UMGC.

(End Section I. General Information)

SECTION II. SCOPE OF WORK

1. Purpose / Description.

Priority II of UMGC's Strategic Plan emphasizes building a skills architecture that bridges education and work experiences. To advance this priority, UMGC is working with key internal stakeholders to refine its workforce development strategy. A central component of this effort is procuring a robust and efficient Learner Information System (LIS) that can support non-degree learners, particularly as UMGC continues to expand its skill-based, short-form offerings.

UMGC currently lacks a Learner Information System (LIS) overlay with PeopleSoft Campus Solutions, resulting in inefficient and unsustainable manual processes to add non-degree learners, which hinders workforce development growth. Due to PeopleSoft's configuration for degree-seeking students, manual data entry leads to inaccuracies in student payment charges and limits the learner experience by restricting access to transcripts, course information, and Learning Management System (LMS) credentials. Reporting capabilities are also limited, with manual tracking required for enrollment, completion, and financial data. Additionally, current payment processes are non-compliant with Maryland and military requirements, preventing partnerships with military organizations and limiting the ability to support third-party pay from employers or workforce development funds.

An efficient LIS is foundational to the success of this initiative. It will streamline data management, enhance the learner experience, improve compliance with state and military regulations, and facilitate partnerships with corporate and military entities. By focusing on this technology upgrade, UMGC aims to ensure that non-degree learners receive the same level of support and accessibility that has long defined the institution's commitment to adult education.

2. Required Features, Functionalities, and/or Capabilities.

The scope of this project is for the implementation of a Learner Information System (LIS) platform with customization to support UMGC's non-degree learners. This LIS will be designed to integrate seamlessly with existing systems, improve data management, enhance the learner experience, ensure compliance, and support UMGC's strategic goals for workforce development.

Below is a list of the minimum technical features, functionalities, and/or capabilities we require in an LIS solution. [For avoidance of doubt, UMGC expects that Proposers will have systems capable of more than just what UMGC has listed below.] UMGC reserves the right to add requirements at our sole discretion.

2.1. Interoperability

- 2.1.1. Seamlessly integrate the LIS with PeopleSoft Campus Solutions 9.2 as an overlay to reduce or eliminate manual data entry.
- 2.1.2. The solution must be deployable within UMGC's AWS environment and function as a "bolt-on" product that complements the existing PeopleSoft architecture without requiring significant customization.
- 2.1.3. Ensure compatibility with other critical platforms at UMGC, including but not limited to: Workday (Finance and HCM System), Common Origination and Disbursement System (COD), EdConnect and TD Client (both of which are Institutional Student Information Records [ISIR] loading systems provided by the Department of Education), online marketplace platforms (Adobe Experience Manager CMS), third-party content providers (e.g., MedCerts, SHRM, etc.), PeopleSoft Campus Solutions 9.2 (SIS), D2L Learning Management System (LMS), Salesforce (CRM) system, Salesforce Marketing Cloud, MuleSoft Integrations and TouchNet Payment Gateway.
- 2.1.4. Maintain robust data exchange and synchronization across all integrated platforms.
- 2.1.5. Support search match functionality between LIS and PeopleSoft SIS to match a learner's demographic identification with an existing student account, if one exists.
- 2.1.6. Allow for the ingestion of third-party course information, with the ability to manually enter course and program data into the LIS when needed.

2.2. Flexibility and Scalability

- 2.2.1. Enable the creation, management, and updating of non-degree programs to accommodate diverse educational offerings.
- 2.2.2. Support the expansion of UMGC's non-credit portfolio into new markets, including Asia, Europe, military, corporate, workforce development, and business-to-consumer (B2C) environments.
- 2.2.3. Accommodate both credit and non-credit learners within a unified system, while maintaining a clear separation between learner types. The solution must enforce hard boundaries between credit and non-credit profiles—ensuring, for example, that non-degree learners are not eligible for financial aid or other services reserved for credit-bearing programs.

- 2.2.4. Offer scalable licensing that aligns with the number of active learners, allowing for cost-efficient adjustments as program participation grows.
- 2.2.5. Support seamless scalability to accommodate increasing learner volumes without incurring disproportionate costs.
- 2.2.6. Accommodate initial usage of up to 1,000 learners in the first year, with the ability to scale annually to support future program expansion.

2.3. Regulatory Compliance and Payment Processing

- 2.3.1. Facilitate compliance with State of Maryland and military payment regulations to meet diverse funding and reporting requirements.
- 2.3.2. Support a variety of payment methods, including military tuition assistance (TA), employer tuition assistance, and invoicing to accommodate multiple funding models.
- 2.3.3. Enable future integration with military tuition assistance and scalability to support third-party funding sources, including Veterans Affairs (VA) education benefits.
- 2.3.4. Integrate with and remain compliant with UMGC's TouchNet payment gateway for secure and standardized payment processing.
- 2.3.5. Automate and streamline the processing of payments and refunds to minimize manual interventions.
- 2.3.6. Military TA and employer invoicing are handled in the SIS (PeopleSoft). Credit card payments, including employer-sponsored, will need to be processed through TouchNet. The LIS must integrate with both systems to support routing, reconciliation, and ensure data integrity across billing, learner accounts, and financial reporting.
- 2.3.7. The system should support packaging and administration of Workforce Pell Grants in accordance with delivered PeopleSoft Campus Solutions functionality from Oracle.

2.4. Reporting and Data Accessibility

- 2.4.1. Provide real-time access to enrollment, financial, completion rate within 150% of normal time of completion, and performance data to enable data-driven decision-making.
- 2.4.2. Include built-in mechanisms to create, schedule, and run reports for critical operational and strategic insights.
- 2.4.3. Enable ad hoc reporting to allow users to generate custom reports as needed.
- 2.4.4. Support comprehensive reporting capabilities to assess return on investment (ROI) and support institutional planning.

- 2.4.5. Ensure data integrity, accuracy, and compliance across all reporting functions.
- 2.4.6. Enable tracking and reporting on job placement (6 months post-completion) and income (3 years post-completion) at the learner level to support Workforce Pell requirements.

3. Key Deliverables.

The table below outlines the key deliverables to be developed, reviewed, and approved for the LIS.

#	Short Description	Type	Acceptance Criteria Summary	Ownership / Responsibility
1	Backend system for non-degree program management	System Configuration	Admins can manage programs via backend tools; data syncs with PeopleSoft	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
2	Admin tools for metadata and course association	System Configuration	Metadata and relationships correctly reflected in system	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
3	Backend infrastructure for self-registration	System Configuration	Registration workflows and capacity triggers operate without manual effort	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager

4	Corporate group enrollment backend logic	System Configuration	Corporate group tracking is functional and testable	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
5	Payment processing integration (PeopleSoft & TouchNet)	System Integration	The LIS must integrate with existing PeopleSoft invoicing (including military TA and employer billing) and TouchNet credit card processing. It will support routing and reconciliation across both systems to ensure accurate payment handling for non-degree learners.	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
6	Backend workflows for payment posting, reconciliation, and refunding	System Configuration	Financial workflows are automated and error-free	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
7	Data architecture for compliance and reporting	System Configuration	Reports are accurate, ad hoc queries run correctly	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd)

				Approved by: UMGC Project Manager
8	Role-based access to reporting tools	System Configuration	Role-specific data views are functioning	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
9	Backend sync between LIS and PeopleSoft	System Integration	Data syncs bi-directionally; no ID discrepancies	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
10	API framework for LMS, CRM, CMS, third-party vendor integration	System Integration	APIs pass testing and are REST-compliant	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
11	Support for SCORM/xAPI and future extensibility	System Configuration	Standard formats are supported without data issues	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager

12	Scalable, modular system architecture	System Configuration	Meets performance benchmarks and supports future growth	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
13	Documentation of APIs, design, system structure	Document	Documentation is complete and supports extensibility	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
14	Training materials and user training for system operation	Document + Training	Staff are trained and materials are accessible	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
15	Warranty and ongoing support plan	Document + Support Commitment	30-day warranty and multi-year support are in place	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team Approved by: UMGC Project Manager
16	Integration of third-party offerings (e.g., MedCerts, SHRM) into LIS	System Integration	Third-party course offerings can be ingested, mapped to UMGC programs,	Performed by: Awarded Vendor Reviewed by: UMGC IT

			and surfaced via the LMS or marketplace. Sync and metadata are accurate and complete.	Technical Team (AccelerEd) Approved by: UMGC Project Manager
17	Plan for integration of in-house and third-party content	Document	Documentation outlines how the platform will handle both internal and external content (e.g., LMS modules, vendor content), including mapping, hosting, and access	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
18	Enablement of discount code functionality (e.g., percentage-based)	System Configuration	Discount code logic (including % off) can be configured and applied at checkout; processed accurately through TouchNet	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
19	Scalable system architecture for future CRM, LMS, and third-party integrations	System Design Capability	Platform architecture is modular and extensible, with clear documentation demonstrating how future integrations could be added without system rework	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
20	System Architecture Diagram	Document	Diagram clearly depicts all integrated platforms and their	Performed by: Awarded Vendor Reviewed by: UMGC IT

			relationships, including data flow and system boundaries.	Technical Team (AccelerEd) Approved by: UMGC Project Manager
21	Data Flow Diagrams (DFDs) for key processes	Document	Diagrams illustrate how data moves through the system for critical processes with triggers and sync points.	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team Approved by: UMGC Project Manager
22	API Documentation	Document	Complete API references including authentication, sample payloads, error codes, and examples.	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
23	Deployment Diagram and Hosting Topology	Document	Documentation showing deployment in AWS environment, including architecture layers and scalability components.	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
24	Security Architecture Overview	Document	Outlines encryption, PII handling, access controls, and compliance with security requirements.	Performed by: Awarded Vendor Reviewed by: UMGC IT Technical Team (AccelerEd) Approved by:

				UMGC Project Manager
25	User Role and Permission Matrix	Document	Matrix defines access by user type for all major functions and ensures policy alignment.	Performed by: Awarded Vendor Reviewed by: UMGC Business Leads and IT Technical Team (AccelerEd) Approved by: UMGC Project Manager
26	Licensing Structure and Annual Planning Framework	Document	Includes detailed user-based pricing tiers, initial license count, process for annual usage reporting, and proposed renewal schedule aligned with UMGC budget cycle.	Performed by: Awarded Vendor Reviewed by: UMGC Procurement & IT Technical Team Approved by: UMGC Business Leads

4. Implementation, Training and Support.

It is preferred that the project timeline includes implementation, configuration and training of the LIS, with all deliverables tentatively completed by June 30, 2026. The awarded vendor will deliver, at a minimum, the following training and support deliverables:

- 4.1. A comprehensive end user training to ensure administration and staff can effectively operate and manage the system.
- 4.2. A detailed system, design, and requirements documentation to support long-term usability and future enhancements.
- 4.3. Warranty support for a minimum of 30 days following system go-live to address any defects or critical issues and provide ongoing technical support and maintenance to ensure the system's stability and performance.

- 4.4.** After go-live, the awarded vendors' technical support personnel must be directly available, at a minimum, during regular business hours (Monday-Friday 9:00 AM- – 5:00 PM ET), for the life of the contract to provide assistance and troubleshooting to users. Maintenance schedules and notifications need to be provided at least 10 business days prior to any work being done that will cause the LIS to have downtime.

5. Date and Security Requirements.

The awarded vendor must be able to adhere to UMGC's Information Governance, Security, and Technology policies (<https://www.umgc.edu/administration/policies-and-reporting/policies/info-governance-security-technology/index.cfm>). UMGC's preference is for the awarded vendor to have undergone a SOC 2 Type 2 audit. In the absence of a SOC 2 Type 2 audit, a completed Higher Education Community Vendor Assessment Tool ("HECVAT") will be acceptable.

6. Accessibility

The LIS must comply with Web Content Accessibility Guidelines 2.1, Level AA (WCAG 2.1-AA), Section 508 Standards for Electronic and Information Technology and/or the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.1, as applicable.

(End Section II. Scope of Work)

SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

ARTICLE 1. TECHNICAL PROPOSAL REQUIREMENTS

1. General Requirements.

1.1. Transmittal Letter: A transmittal letter from the Offeror must accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Technical Proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal. (See 1.2 below.) Include the Offeror's official business address and state in which it is incorporated or organized (if Offeror is not an individual). An appropriate contact name, title, phone number, and email address should also be provided for UMGC's use during the procurement process. Do not include price information in the transmittal letter.

1.2. Signing of Forms: A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal 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 a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

2. Initial Technical Criteria.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit, proof of insurance, Acknowledgement of Receipt of Addenda Form (if applicable), and Acknowledgment of Review of Contract must be included. Standard sales material may be provided but must be attached as an appendix rather than included within the body of the Proposal. Offerors must paginate the Technical Proposal and are requested to separate their responses to each of the technical criteria.

The following information must be furnished in the Technical Proposal per this solicitation, as more fully described below in items 2.1 through 2.11. Failure to include any of the items listed below may disqualify your firm's response. The Technical Criteria, items 2.1 through 2.11 are listed below in order of importance. Offerors are requested to compile their

Proposals in the same order. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for UMGC.

2.1. Methodology and Approach: Proposing firms must provide a detailed narrative describing how the proposed Learning Information System (LIS) for Workforce Development will meet the requirements listed in Section II: Scope of Work including methodologies and approach. It is the Proposer's responsibility to tailor its response to demonstrate its qualifications to perform the scope of services as indicated. Describe how your firm will meet the deliverables outlined. Identify potential risks and challenges associated with delivering the proposed solution and outline your strategies for risk mitigation. Include assumptions, UMGC resources required, and any other relevant information.

2.2. Implementation Services, Training and Support: Provide a proposed implementation services timeline and level of effort in accordance with Section II Scope of Work Paragraph 4. Describe how your firm will conduct training sessions and offer go-live and post-go live support for administrators and staff. Include assumptions, UMGC resources required, and any other relevant information.

2.3. Staffing Organization and Proposed Key Personnel Qualifications: Proposing firms are to provide a narrative as to how they plan to staff the contract. Identify the "Key Resources" who will be assigned to UMGC for the duration of the contract, including at minimum:

- 2.3.1. Account Manager
- 2.3.2. Project Manager
- 2.3.3. Business Analyst
- 2.3.4. Data & Reporting Analyst
- 2.3.5. Integration Engineer/Developer
- 2.3.6. Solutions Architect

For each Key Resource, provide a resume that includes name and current role/title, years of experience providing LIS for Workforce Development services, employment history relevant to the proposed role, specific client experience in the role to be provided to UMGC, and areas of technical and functional expertise. UMGC expects the awarded firm to provide services for this project remotely, during UMGC's standard business hours (Monday – Friday, 8:00 AM – 5:00 PM ET).

* NOTE: By submitting Key Resources for consideration, the Offeror is committing these people to UMGC 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.

2.4. Firm Experience / Firm Profile: Proposing firms must demonstrate that they possess, at a minimum, five (5) years of experience providing Learner Information Systems (LIS) for large enterprise environments similar to UMGC in technical architecture, complexity, and scale, which may include corporate, government, non-profit, or academic examples. Provide no more than two (2) case studies that best illustrate the firm's ability to deliver LIS solutions similar to UMGC's requirements. For each case study, include: client name and industry/sector, project scope and objectives, system architecture and major integrations, customization performed versus out-of-the-box features, quantifiable outcomes and metrics, and duration of the client relationship.

2.5. References: Provide a minimum of two (2) client references (contact name and title, company name, scope of services, and telephone number including extension numbers). Client references should be customers of the Offeror who are similar in size, scope, and complexity to UMGC and UMGC's requirements. UMGC reserves the right to contact references not provided in the Technical Proposal.

* NOTE: UMGC reserves the right to check any available reference sources as well as factor in past performance with UMGC and/or other University System of Maryland (USM) Institutions and/or the State of Maryland, if applicable, even if not provided as a reference by the Offeror. Please be sure that accurate contact information is provided and that the contact person is capable of speaking to the Offeror's capability in performing the services.

2.6. Offerors Software Terms: Provide the terms and conditions associated with the proposed solution (i.e. Terms of Use, EULA, SLA, Terms of Service, etc.). NOTE: In the event of a conflict between the University's standard contract clauses, which appear in Appendix C, and the Offeror's software terms and conditions, the University's standard contract clauses will take precedence.

2.7. Special/Unique Qualifications: Provide a narrative to elaborate on special/unique qualifications and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable of providing the LIS to UMGC. Special firm and/or individual expertise is to be included. If applicable, please provide higher education experience.

2.8. Proposal Affidavit: Complete and sign the Proposal Affidavit enclosed in Appendix A and include it with the Technical Proposal.

2.9. Insurance: Provide the Procurement Officer with an electronic copy of a Certificate of Insurance verifying your firm's Coverage for Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability.

2.10. 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) must be completed, signed, and included in the Offeror's Technical Proposal.

2.11. Acknowledgement of Review of Contract: The UMGC Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the University or the State of Maryland. All Contracts are subject to Section 2-901, Md. State Fin and Proc. Code Ann. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by UMGC. For accounting purposes only, UMGC will also issue a purchase order to the awarded Contractor.

3. Modifications of Technical Proposal.

Offerors may modify their Technical Proposals and upload them electronically at the UMGC Bid Locker link provided in the solicitation at any time prior to the due date and time indicated in the Solicitation Schedule. Offerors must email written confirmation of the modification, including the signature of the Offeror, to the Procurement Officer prior to the Proposal due date and time. Technical Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the University.

(End Article 1. Technical Proposal Requirements)

ARTICLE 2. TECHNICAL EVALUATION PROCESS

1. Qualifying Proposals.

1.1. Procurement Officer Review: *The Procurement Officer shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP (i.e., susceptibility of award). Failure to comply with any mandatory requirement will normally disqualify a Proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so and when permitted by law.*

1.2. Evaluation and Selection Committee: All Qualifying Proposals will be reviewed by a UMGC Evaluation and Selection Committee (the “Committee”) established by the Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate UMGC staff or request additional technical assistance from any other source.

2. Technical Evaluation of Qualifying Proposals.

2.1. Initial Technical Evaluation: Following the Procurement Officer’s qualifying review, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria listed in Article 1, § 2, above. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University’s best interest and when permitted by law. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Technical Proposals represent.

2.2. Shortlisting: In accordance with the Evaluation Criteria set forth in Article 1, § 2, a shortlist may be developed based on the Initial Technical Evaluation results. All Offerors will be notified of the results as they pertain to their respective Technical Proposal.

3. Oral Presentations/Discussion Sessions.

3.1. Purpose: Based on the Evaluation Committee’s Initial Technical Evaluation, the University may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session (“Discussion Session”). The purposes of the Discussion Session are as follows:

- 3.1.1. To provide the Offeror the opportunity to demonstrate its LIS product;
- 3.1.2. To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed product, cost model options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the product and other applicable professional services;
- 3.1.3. To allow the University to meet the Offeror's key personnel and for these personnel to directly convey their experience and expertise in the proposed product and its implementation; and
- 3.1.4. To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

3.2. Format: The Discussion Session will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. Ample time will be available for the University and the Offeror to ask questions and discuss issues and concerns related to the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Discussion Session will be conducted virtually and approximately 60 minutes in length.

Each shortlisted Offeror should have key personnel attend the Discussion Session. Following the Discussion Session, additional follow-up, clarification documentation may be requested of each Offeror.

3.3. Date: The times and dates for the Discussion Session(s) will be set upon completion of the Initial Technical Evaluation; however, it is anticipated that the Discussion Session(s) will be conducted on the times and dates listed per the Solicitation Schedule, as well as on the cover of this RFP. Offerors are therefore advised to set this(ese) date(s) aside in its (their) entirety on the calendars of the appropriate key personnel.

(End Article 2. Technical Evaluation Process)

ARTICLE 3. PRICE PROPOSALS

1. Submission.

Price Proposals will be requested, via addendum, of the final shortlisted firms. Detailed instructions will be provided in the addendum specifying where Price Proposals must be sent and the date and time when Price Proposals must be received.

No pricing is to be provided in the Technical Proposal submittal.

2. Evaluation.

Price Proposals will be evaluated based on the total cost of the products and/or services requested above. The University may elect to request Best and Final Price Proposals (BAFO's).

The Committee will establish a financial ranking of the final Price Proposals from lowest to highest total offers.

(End Article 3. Price Proposals)

ARTICLE 4. FINAL EVALUATION, RANKING AND SELECTION

1. Recommendation of Award or Further Discussions.

The Committee may recommend an Offeror for contract award(s) based upon the Offeror's Technical Proposal and Price Proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State of Maryland, the Committee may 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. Final Ranking and Selection.

2.1. Process: Following evaluation of the Technical Proposals and the Price Proposals (and Best and Final Offers, if applicable), 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 Offeror whose Proposal(s) is (are) determined to be the most advantageous to the University and the State of Maryland. The decision of the award(s) of the Contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. All Offerors will be notified of the award(s) selection.

2.2. Basis for Award: Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposal is not the lowest. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of the University as set forth in the RFP.

2.3. Negotiations: The University may select for award one or more Offeror(s) to negotiate the terms and conditions of the Contract. The University reserves the right to make an award with or without negotiation.

3. Debriefing.

3.1. Request: Unsuccessful Offerors may request a debriefing. A request must be submitted in writing to the Procurement Officer within ten (10) days after the date on which Offeror knows, or should have known, that its Proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

3.2. Discussion: Debriefings shall be limited to discussion of the Offeror's Proposal only and shall not include a discussion of a competing Offeror's Proposal. The debriefing may include information on areas in which the unsuccessful Offeror'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.

(End Article 4. Final Evaluation, Ranking and Selection)

(End Section III. Procurement Phases and Evaluation Process)

APPENDIX A. TECHNICAL PROPOSAL FORMS

(NOTE: Refer to Section III, Article 1 for all required contents of the Technical Proposal. Completion of these forms in this Appendix A is NOT the complete contents required.)

A.1. Acknowledgement of Receipt of Addenda Form

A.2. Bid Proposal/Affidavit

APPENDIX A.1 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 92224

TECHNICAL PROPOSAL DUE DATE: September 5, 2025 at 10:00 AM ET

RFP FOR: Learner Information System (LIS) for Workforce Management

NAME OF OFFEROR: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

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

Signature

Printed Name

Title

APPENDIX A.2. 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 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 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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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, or any of its employees directly involved in 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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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. SUBCONTRACT AFFIRMATION

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

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 the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require 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 under which the person receives in the aggregate \$10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of \$100 to a candidate 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

A. "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.

B. "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.

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

D. 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):

E. 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: _____

APPENDIX C. CONTRACT FORMS (attached as separate files)

APPENDIX C.1. SOFTWARE SERVICES AGREEMENT

APPENDIX C.2. CONTRACT AFFIDAVIT

APPENDIX D. ELECTRONIC FUND TRANSFER SCHEDULE

Payments to Contractors by Electronic Funds Transfer (EFT)

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

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by EFT. The selected Bidder/Offeror shall register using Form GADX10 - Authorization for Vendor Payments. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the GADX10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The GADX10 form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland, located at:

<https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>

APPENDIX S. SOLICITATION TERMS AND CONDITIONS

This solicitation and any subsequent award are further subject to:

1. Contractor's/Offeror's Responsibility.

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

2. Rejection or Acceptance of Proposals.

The University reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Procurement Officer not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to 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.

3. Cancellation of the RFP.

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

4. Incurred Expenses.

Neither UMGC nor the State of Maryland is responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.

5. Payment.

The State of Maryland usually provides payments on a net 30-day basis for UMGC 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 UMGC, 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.

6. Electronic Funds Transfer (“EFT”).

By submitting a Proposal, the Offeror agrees to accept payment by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Contractor shall register using the form referenced in Appendix D, the GADX10 Authorization for Vendor Payments. This form is to be submitted directly to the State Comptroller’s Office at the address specified on the GADX10 form and must include the business identification information as stated on the form and include the reason for the exemption.

7. Confidentiality.

7.1. UMGC’s Information during the Procurement Process: 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 Contractor must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University’s confidential information. UMGC 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 Offerors to propose responsive solutions to UMGC’s needs and requirements, UMGC is willing to disclose certain confidential information to Offerors, including without limitation information concerning UMGC’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 UMGC, Offerors may be required to sign a Non-Disclosure Agreement.

7.2.Offeror's Information: Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror 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. Offerors 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 Offeror's position regarding its Proposal. A blanket statement by an Offeror that its entire Proposal is confidential or proprietary will not be upheld.

8. Multiple Proposals.

Contractors may not submit more than one Proposal.

9. Alternate Solution Proposals.

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

10. Contractor Responsibilities and Use of Subcontractors.

The University shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. UMGC will not consider Proposals that reflect primary and secondary service providers or a 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. UMGC's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom UMGC has a reasonable objection. Notification of such objection will be made by UMGC within fifteen (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.

11. Access to Contractor Records for Quality Assurance and Auditing Purposes.

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

12. Arrearages.

By submitting a Proposal, an Offeror 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.

13. Taxes.

UMGC is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.

14. RFP Response Materials.

All written materials submitted in response to this RFP become the property of UMGc and may be appended to any formal documentation that would further define or expand the contractual relationship between UMGc and the Contractor(s).

15. 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 Annotated, State Government Article, § 15-502.

If the Offeror has any questions concerning application of the State Ethics law to the Offeror's participation in this procurement, it is incumbent upon the Offeror to seek advice

from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <https://ethics.maryland.gov/public-ethics-law/>. The Procurement Officer may refer any issue raised by a Proposal to the State Ethics Commission. The Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a Proposal that would result in a violation of the Ethics law.

A resulting Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by a Contractor or any State of Maryland employee in connection with this procurement.

16. 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, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <https://ethics.maryland.gov/public-ethics-law/>.

17. Addenda Acknowledgment.

Offerors must acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement must be included in the Technical Proposal.

18. Duration of Offers.

Proposals (consisting of a Technical Proposal and, if applicable, a Price Proposal) shall remain irrevocable for 180 days following the Price Proposal due date. This period may be extended by mutual agreement between the Offeror and the University.

19. Minority Business Enterprises.

Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If a subcontracting goal and/or subgoals has been set in Section I of the solicitation, refer to Appendix M for further information regarding required process and documentation.

20. Living Wage Requirements.

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Maryland's Living Wage requirement, located at Maryland Code Annotated, State Finance and Procurement Article, Title 18, §§ 18-101 through 18-109. Additional information regarding the Living Wage requirement is contained in Appendix E, if applicable to this solicitation. An Offeror that fails to submit and complete the Affidavit of Agreement contained in Appendix E, if applicable, may be deemed not responsible by the Issuing Office.

21. Conflict of Interest.

The Contractor awarded the Contract shall provide the specified services for UMGC, and must do so impartially, and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a Contractor's Proposal under COMAR 21.06.02.03B. Contractors should be aware that the State Ethics Law, State Government 15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 15 and 16 above. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause. All Contracts are subject to Section 2-901, Md. State Fin and Proc. Code Ann.