



UNIVERSITY OF MARYLAND GLOBAL CAMPUS

REQUEST FOR PROPOSAL #92225 FOR

Workforce Development Marketplace UX & Design Services

ISSUE DATE: 8/12/2025

SIGNIFICANT MILESTONES	TIME:	DATE
Last Day for Questions	2:00 PM [ET]	08/20/2025
Technical Proposal Due Date	2:00 PM [ET]	09/05/2025
Oral Presentation/Discussion Date	Week of September 15, 2025	
Price Proposal Due Date	2:00 PM [ET]	10/03/2025

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 #92225

Issue Date:	August 12, 2025
Last Day for Questions:	August 20, 2025, no later than 2:00 pm ET
Technical Proposal Due Date:	September 5, 2025, on or before 2:00 pm ET

The dates below are for Shortlisted Offerors only

Oral Presentation/Discussion Session(s):	Week of September 15, 2025 (anticipated)
Price Proposal Due Date:	October 3, 2025 on or before 2:00 pm ET (anticipated)
Contractor(s) Selection Anticipated to be Finalized:	October 24, 2025 (anticipated)
Agreement Executed by Selected Contractor(s):	November 07, 2025 (anticipated)
Contract Commencement:	November 10, 2025 (anticipated)

Workforce Development Marketplace UX & Design
UNIVERSITY OF MARYLAND GLOBAL CAMPUS
RFP #92225
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REQUEST FOR PROPOSALS FOR

Workforce Development Marketplace UX & Design

SECTION I

GENERAL INFORMATION

1. Summary.

- 1.1. **Solicitation.** The intent of this Request for Proposals (“RFP” or “Solicitation”) is to provide User Experience (UX) design firms an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of 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 <https://www.umgc.edu/experience/why-choose-umgc/mission-values> for a profile of the University.

2. Issuing Office and Procurement Officer(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:** Rosemary Williams, Senior Buyer, IT Procurement, rosemary.williams@umgc.edu, 301-985-7137
- 2.3. **Secondary Procurement Officer:** Alicia Klein, Director, IT Procurement, Alicia.klein@umgc.edu, 301-985-7223
- 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 rosemary.williams@umgc.edu and alicia.klein@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 meeting 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/5240_Umgc_92225_Workforce_Development_Marketplace_Ux_Design_Services

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 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.
- 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.

SECTION II SCOPE OF WORK

1. Purpose / Description.

1.1. **Background.** The University of Maryland Global Campus (UMGC) is developing a centralized digital storefront for noncredit, skills-based learning to support a key priority: building a skills architecture that bridges education and workforce needs. This storefront will serve as a primary access point for learners seeking short-form credentials, certificates, and other workforce-aligned offerings. Designed to enhance discoverability, streamline enrollment, and support both individual and employer-sponsored participation, the storefront will serve as a learner-centered, accessible, and modern online platform that facilitates the discovery, enrollment, and engagement of short-term, stackable, noncredit credentials. It will be supported by a modern Learner Information System (LIS) that integrates seamlessly with PeopleSoft Campus Solutions 9.2, Salesforce, Adobe Experience Manager (AEM), TouchNet payment systems, and other enterprise systems to deliver a streamlined user experience, backend efficiency, and regulatory compliance. For reference, UMGC's Student Information System (SIS) is PeopleSoft Campus Solutions 9.2, the Customer Relationship Management (CRM) system is Salesforce, and the Content Management System (CMS) is Adobe AEM.

1.2. **Objective:** To procure User Experience (UX) and design services that support the development of a visually compelling, functionally accessible, and user-friendly storefront that reflects best-in-class ecommerce and educational marketplace experiences. For the purposes of this procurement, "best-in-class" refers to a comprehensive, modern digital storefront that offers a seamless user experience, including intuitive navigation, mobile responsiveness, and compliance with WCAG 2.2 accessibility standards. The design must incorporate current UX/UI best practices, be optimized for search (including AI-assisted search), and support secure, compliant payment options. The final product should drive learner conversion, enable stakeholder engagement, and advance institutional goals for workforce development.

2. Scope of Work. The awarded vendor will provide the following services:

2.1. Discovery Phase

- 2.1.1. Conduct comparative UX/UI benchmarking of institutions offering noncredit workforce programs and leading non-education marketplaces with best-in-class ecommerce experiences.
- 2.1.2. Facilitate stakeholder workshops and interviews.
- 2.1.3. Conduct business requirements gathering to document functionality, user needs, and technical constraints.
- 2.1.4. Analyze and summarize stakeholder input into a summary report.
- 2.1.5. Develop and validate up to five (5) user personas representing target audiences.

2.2. Information Architecture

- 2.2.1. Produce a digital sitemap outlining navigation structure for up to 50 webpages with multiple tiers (Tier 1, Tier 2, etc.).
- 2.2.2. Create user flow diagrams illustrating the end-to-end learner journey from entry to checkout.

2.3. UX/UI Design and Wireframes

- 2.3.1. Create low-fidelity UX wireframes for up to all unique page templates and experiences for both desktop, tablet, and mobile devices.

- 2.3.2. Deliver annotated high-fidelity wireframes for desktop and mobile layouts, including functional notes and responsive behaviors.
- 2.3.3. Produce full-color mockups and establish a new, forward-looking visual design system (typography, color palette, UMGC branding elements) to guide the visual implementation of the digital storefront.
- 2.3.4. Provide high-fidelity UX/UI templates for customizable marketing landing pages that reflect a fresh and modern design tailored to the digital storefront.
- 2.3.5. Design and document a reusable component library for Adobe Experience Manager (AEM), based on UX/UI patterns developed for the storefront, with flexibility for cross-site use.
- 2.3.6. Develop a clickable interactive prototype simulating key user flows for internal testing and validation prior to development.
- 2.3.7. Conduct usability testing on the interactive prototype of the designs and templates, with a focus on mobile-first design, to closely simulate the website experience.
- 2.3.8. Incorporate structured learner-facing user feedback from current and prospective learners interested in noncredit offerings through one or more of the following: focus groups, surveys, or moderated testing sessions. Consider incentivized participation to ensure meaningful representation. Feedback should be gathered on the clickable prototype to validate user flow, clarity, and alignment with learner expectations.

3. Personnel Qualifications.

3.1. The awarded vendor must assign qualified personnel capable of leading UX research, ensuring accessibility, and managing technical integration. The team should demonstrate expertise in stakeholder engagement, agile design delivery, enterprise-level platform development, and storefront development.

At a minimum, UMGC expects the awarded vendor to assign the following key personnel to the project:

- Project Manager: Responsible for overall project coordination, communication, and delivery.
- Technical Lead: Responsible for technical solution architecture, integration, and oversight.

Vendors are encouraged to include additional specialists such as a UX/UI Designer, Accessibility Specialist, and QA Lead to ensure all aspects of the project scope are addressed.

4. **Deliverables.** The awarded vendor shall produce the following deliverables to support the discovery, design, and validation of the Workforce Development digital storefront:

#	Deliverable	Phase	Type
1	UX/UI competitive analysis report	Discovery	Research Report
2	Workshop synthesis report and stakeholder interview summary	Discovery	Stakeholder Input
3	Validated user personas (up to five)	Discovery	User Research Artifact
4	Digital sitemap outlining navigation for up to 50 pages	Information Architecture &	Architecture Map

		Content Strategy	
5	User flow diagrams illustrating learner journeys from entry to checkout	Information Architecture & Content Strategy	User Flow Diagram
6	Low-fidelity UX wireframes for up to 7 unique page types	UX/UI Design & Wireframes	Wireframe Sketches
7	Annotated mid- to high-fidelity wireframes for desktop and mobile, with functional notes	UX/UI Design & Wireframes	Design Documentation
8	Full-color mockups and visual design system (typography, color palette, branding elements)	UX/UI Design & Wireframes	Design Mockup
9	High-fidelity UX/UI templates for customizable marketing landing pages	UX/UI Design & Wireframes	Design Template
10	Reusable AEM component library (new and revised) with documentation for cross-site use, designed for flexibility in styling, content, and layout to support varied use cases across UMGC platforms.	UX/UI Design & Wireframes	Component Library
11	Web style guide incorporating storefront design components for use in Adobe Experience Manager (AEM), either as a standalone guide or integrated into the existing UMGC institutional style guide.	UX/UI Design & Wireframes	Design System Documentation
12	Clickable interactive prototype simulating key user flows for internal testing	Testing	Prototype
12a	Learner-facing user feedback session(s) with current and prospective noncredit learners, using the interactive prototype. May include focus groups, surveys, or incentivized user testing to assess usability, clarity, and appeal. Summary report with themes and actionable insights to follow.	Testing	User Research Study
13	User testing results and summary of findings from wireframe and template evaluations	Testing	Testing Report

5. **Technical Requirements and Acceptance Criteria for Deliverables.** This section outlines the functional, accessibility, and procedural standards that all design deliverables must meet in order to be accepted by UMGC.

5.1. **Accessibility Compliance**

5.1.1. All designs must adhere to WCAG 2.2 AA accessibility standards and be tested for compatibility with assistive technologies.

5.2. **Project Planning and Collaboration**

5.2.1. Awarded vendor must deliver a detailed project plan and timeline, developed in coordination with UMGC's Enterprise Project Management Office (ePMO) and internal stakeholders.

- 5.2.2. Awarded vendor is expected to participate in regular (e.g. weekly or biweekly) review sessions and check-ins and collaborate through shared platforms designated by UMGC.
- 5.3. **Feedback and Review Protocol**
- 5.3.1. All deliverables must allow for two rounds of formal review unless otherwise noted. Updates will be made to the deliverables based on client feedback and user testing.
- 5.3.2. UMGC will provide feedback within five (5) business days of receiving any draft deliverable.
- 5.3.3. Final approval of deliverables is contingent upon meeting functionality, accessibility, and branding requirements as defined during project kickoff.
- 5.4. **Design Delivery Expectations**
- 5.4.1. Wireframes, mockups, and prototypes must be provided in formats compatible with UMGC's toolset (e.g., Figma, Adobe XD, or equivalent).
- 5.4.2. Deliverables must be responsive by design (desktop, tablet, mobile) and annotated to indicate intended behaviors across breakpoints.
- 5.4.3. While the look and feel should not replicate UMGC.edu, the templates must align with the official UMGC branding identity guidelines and support a future-forward digital experience.
- 5.5. **Functional Capabilities and Content Management.**
- 5.5.1. The redesigned storefront must meet the following technical and editorial standards to ensure usability, flexibility, and alignment with UMGC's internal workflows:
- **Program Page Customization.** The platform must support the creation and full customization of individual noncredit program pages. These pages must accommodate structured content, UMGC-branded imagery, and, when applicable, partner logos in accordance with third-party brand guidelines. Content and layout must be developed in close coordination with UMGC's internal UX, SEO, and design teams.
 - **Ongoing Flexibility.** UMGC must be able to update and customize storefront content post-launch without reliance on vendor development resources. This includes editing program information, updating media, modifying layouts, and adjusting navigation as business needs evolve. The final deliverables must be designed to accommodate ongoing enhancements based on performance data and changing institutional goals, including learner conversion, engagement metrics, and search performance.
 - **Dynamic Listings with Filters.** The storefront must enable display of comprehensive, filterable listings of course offerings. Listings should support key attributes such as price, duration, provider organization (with logo), and a short description. Filter functionality must align with criteria defined by UMGC's UX and marketing strategy teams.
 - **Editable by Content Authors.** Both program pages and listings must be editable and maintainable by non-developer users, such as web writers and designers. Authorized UMGC users must be able to update content, publish or unpublish pages, and manage imagery without requiring code-level access.
 - **Lead Capture and CRM Integration.** The storefront must include lead form functionality to support prospective learner interest capture. Form submissions should integrate with UMGC's existing systems to route leads to advising teams and trigger automated email workflows (e.g., confirmation, reminders, deadlines).
 - **SEO Tool Compatibility.** All storefront pages must be crawlable and analyzable by UMGC's enterprise SEO platform ("Conductor") and Google Analytics. The

system must ensure that technical constraints do not block indexing or visibility of this content segment.

- 5.6. **Acceptance Criteria.** A deliverable will be considered complete when it:
- 5.6.1. has been submitted on time according to the mutually agreed-upon schedule,
 - 5.6.2. includes all components outlined in the corresponding scope item or deliverable description,
 - 5.6.3. meets established branding, accessibility, and UX performance benchmarks,
 - 5.6.4. has received formal sign-off from UMGC after no more than two revision cycles, and;
 - 5.6.5. is packaged and documented appropriately for handoff to development teams, including any component specifications or redlines as applicable.
6. **Timeline.** It is anticipated that the awarded vendor will begin work on or around November 10, 2025. All deliverables and the full scope of work must be completed and delivered no later than February 28, 2026.

A formal kickoff phase is required and should occur at the outset of the project. During this phase, the awarded vendor will:

- Collaborate with UMGC to review and refine the project scope and requirements
- Develop a detailed project plan and timelines, including major milestones and deliverables, ensuring all work is completed by February 28, 2026
- Establish communication protocols, reporting cadence, and key points of contact

A final project timeline incorporating input from both UMGC and the awarded vendor will be developed collaboratively and finalized as an outcome of the kickoff phase. The awarded vendor will be expected to adhere to the mutually agreed-upon project schedule, subject to UMGC fulfilling its obligations (e.g., timely feedback, approvals, and access to resources). Remedies for missed milestones, if any, will be negotiated and included in the final contract based on the detailed project plan.

7. Roles & Responsibilities.

- 7.1. UMGC Enterprise Project Management Office (“ePMO”): Provide project oversight, ensure milestone adherence.
- 7.2. UMGC Marketing and Academic Stakeholders: Provide subject matter input and feedback.
- 7.3. Awarded Vendor: Lead UX research and design delivery; ensure accessibility, integration-readiness, and stakeholder collaboration.

8. **UMGC Branding.** Additional Information on UMGC branding can be found at: [UMGC Brand Identity Guide](#)

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 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 and Required Documentation.** Offerors must provide clear, concise, and detailed responses to each of the technical criteria listed below, as well as submit all required administrative documentation. Proposals must be paginated and organized in the order presented. Responses should be tailored to demonstrate the Offeror's specific qualifications and approach for UMGC's scope of work.

Standard sales material may be provided as an appendix, not within the body of the proposal.

Failure to include any of the items below may result in disqualification.

2.1. Technical Criteria

2.1.1. Methodologies and Approach.

2.1.1.1. Accessibility & Compliance.

- Demonstrate your firm's experience and methodology for designing to WCAG 2.2 AA standards.

Note: all deliverables must fully comply with WCAG 2.2 Accessibility requirements: <https://www.w3.org/TR/WCAG22/>

- Describe your firm's approach to ensuring ADA compliance and inclusive design for all users. Provide examples of previous accessible ecommerce or educational platforms.

Note: Examples should be "live links" to sites that your firm has delivered to other clients that showcase your ability to meet this criteria.

- 2.1.1.2. **User Experience (UX) & User Interface (UI) Design.** Outline your process for user research, persona development, and journey mapping. Detail your approach to creating intuitive navigation and seamless user flows. Showcase your firm’s portfolio of visually compelling, modern storefronts with proven usability (provide at least two examples). Describe methods for usability testing and iterative design improvements.
Note: Examples should be “live links” to sites that your firm has delivered to other clients that showcase your ability to meet this criteria.
- 2.1.1.3. **Mobile Responsiveness & Device Compatibility.** Describe your firm’s strategies for ensuring optimal performance and appearance across all devices (desktop, table, mobile). Provide at least two examples of mobile-first or responsive design projects.
Note: Examples should be “live links” to sites that your firm has delivered to other clients that showcase your ability to meet this criteria.
- 2.1.1.4. **Search Optimization & AI-Assisted Search.** Explain your firm’s approach to implementing robust search functionality, including AI-assisted search and personalized recommendations. Detail your firm’s experience with search engine optimization (SEO) best practices for ecommerce and educational marketplaces. **Strong Preference: Vendors able to provide a model or clear example of AI-assisted user search and recommendations (e.g. a feature where a user can enter a field of interest or career goal, and the AI tool matches them to the corresponding UMGC certificate or program). Please include screenshots, documentation, or case studies in your proposal to illustrate your approach and experience. If shortlisted, you may have the opportunity to provide a live demonstration of your AI-assisted search and recommendation capabilities.**
- 2.1.1.5. **Alignment with UMGC.** Provide evidence of successful delivery of similar UX projects within the timeframe UMGC requires for this project. Describe how the proposed design will support workforce development goals. Provide a minimum of two successful case studies and examples of similar projects with measurable outcomes that best showcase your firm’s capability to meet UMGC’s requirements set forth in the Scope of Work.
Note: Examples should be “live links” to sites that your firm has delivered to other clients that showcase your ability to meet this criteria.
- 2.1.1.6. **Project Management & Collaboration.** Outline your firm’s project management approach including timelines, milestones, and communication protocols. Describe your firm’s experience working with cross-functional teams and stakeholders in higher education or similar sectors.
- 2.1.1.7. **Quality Assurance & Testing.** While UMGC will handle implementation, describe any quality assurance processes your firm uses to ensure that design deliverables (including accessibility, componentry, and documentation) are implementation-ready and meet cross-browser/device compatibility standards. Provide sample test plans or checklists used in prior design engagements, if available.
- 2.1.2. **Team Qualifications and Expertise.**
- 2.1.2.1. Provide detailed resumes and bios for all team members who will be assigned to UMGC’s project. Highlight certifications or specialized training in UX,

accessibility, or ecommerce. **Preference will be given to teams with experience in higher education or government sectors.**

2.1.2.2. Describe the proposed team's experience in:

- UX research leadership,
- accessibility implementation,
- technical integration for enterprise platforms,
- stakeholder engagement,
- agile design & delivery,
- enterprise-level platform development

2.1.3. High-Level Project Timeline.

2.1.3.1. Provide a high-level project timeline that outlines major phases, key activities, and estimated durations and ensures all deliverables are completed and delivered by February 28, 2026.

2.1.3.2. Describe your approach to resource allocation and project management to support this timeline. Identify any potential risks to meeting this timeline and propose mitigation strategies.

Note: Proposers must provide a high-level project timeline as part of their proposal, outlining major phases, milestones, and deliverables. This timeline will be used to assess the Proposer's understanding of the project scope and their ability to meet UMGC's desired completion dates. A detailed project plan will be developed collaboratively with UMGC following contract award. The awarded vendor will be expected to adhere to the mutually agreed-upon project schedule, subject to UMGC fulfilling its obligations (such as timely feedback, approvals, and access to resources). Remedies for missed milestones, if any, will be negotiated and included in the final contract based on the detailed project plan.

2.1.4. **References.** Provide at least two (2) client references for similar services, including organization name, contact name (title, email, and phone), a description of the services provided, and project timeline and outcomes. **Preference will be given to references from the ecommerce, higher education, or government sectors.**

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.

2.1.5. **Special/Unique Qualifications.** Highlight any distinctive capabilities, such as proprietary UX methodologies, advanced analytics integration, or platform-specific design expertise that would provide added value to UMGC. Special firm and/or individual expertise may be included.

2.2. Required Administrative Documentation (Pass/Fail)

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

2.2.2. **Proof of 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.

2.2.3. 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.

2.2.4. 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. 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.

Offerors are strongly encouraged to review the solicitation carefully and ensure all required information and documentation are included in their Technical Proposal.

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.

SECTION III
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 discuss/clarify any and all aspects of the Technical Proposal, in particular the approach/methodologies and staffing of the contract,
 - 3.1.2.** 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
 - 3.1.3.** 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 a demonstration of the proposed solution and an interactive discussion with

each of the shortlisted Offerors. Offerors should prepare a short PowerPoint or similar presentation for the Discussion Session. It is important that the 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 solution, the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 60 to 90 minutes in length.

Each shortlisted Offeror is required to have the following key personnel attend the Discussion Session:

- Project Manager
- Technical Lead

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.

4. **Second Phase Technical Evaluation.**

- 4.1. **Criteria:** Following the Discussion Session held with shortlisted Offerors, a Second Phase Technical Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Technical Proposals of shortlisted Offerors, incorporating assessments of the Discussion Session and outcomes of reference checks. The University reserves the right to make a determination that an Offeror is not shortlisted prior to completing reference checks. The order of Evaluation Criteria remains the same.
- 4.2. **Process:** 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. All Offerors will be notified of the results of the Technical Evaluation as they pertain to their respective Technical Proposals. It is UMGC's intent to incorporate references prior to establishing the final shortlist of proposals. Once a final shortlist of proposals is established, the Committee will rank the remaining Technical Proposals from highest to lowest.

SECTION III
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 submission.

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.

SECTION III
ARTICLE 4. FINAL EVALUATION, RANKING AND SELECTION

1. Recommendation of Award or Further Discussions.

- 1.1.** 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.

APPENDIX A

TECHNICAL PROPOSAL FORMS

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

- 1. Acknowledgement of Receipt of Addenda Form**
- 2. Bid Proposal/Affidavit**

APPENDIX A-1

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: 92225

TECHNICAL PROPOSAL DUE DATE: September 5, 2025, at 2:00 PM

RFP FOR: Workforce Development Marketplace UX & Design

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)(i), 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 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 a separate file

- 1. C-1 Contract**
- 2. 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/Officer'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.