SOLICITATION FOR ACADEMIC DATA ANALYTICS SERVICES

FOR THE
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

RFP #BC-20999-C

ISSUED: 12/01/15

PRE-PROPOSAL MEETING: Not applicable

TECHNICAL PROPOSAL DUE DATE: WEDNESDAY, DECEMBER 16, 2015 on or before 4:00 P.M. via e-mail to tcook@umbc.edu (separate file)

PRICE PROPOSAL DUE DATE: FRIDAY, DECEMBER 18, 2015 on or before 12:00 P.M. (noon) via e-mail to tcook@umbc.edu (separate file)

PROCUREMENT/ISSUING OFFICE: UMBC Office of Procurement Services
University of Maryland, Baltimore County
1000 Hilltop Circle, Administration Building, Room 310
Baltimore, MD 21250

All questions are to be submitted solely to Terry Cook, Sr. Associate VP for Administrative Services at tcook@umbc.edu; and must be submitted by 3:00 p.m. on Friday, December 11, 2015.

1. PROJECT BACKGROUND:

1.1 Purpose. The University of Maryland, Baltimore County (“University” or “UMBC”) is soliciting proposals for an organization (also known as “Proposer”) to provide academic
management data analytics tools, benchmarks and strategies services to UMBC. (See #2 below for the full scope of services.) The initial term is three (3) years with the University retaining the option to discontinue the contract at the end of any year with thirty (30) days written notice without penalty and with two (2) additional one-year renewal options at the University’s sole option.

1.2 UMBC Background. UMBC Background: Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve universities that along with two regional centers and one system office constitute the University System of Maryland. UMBC is located on 512 acres, 15 minutes from Baltimore’s Inner Harbor and 30 minutes from Washington, D.C. BWI Airport is five minutes away, as are AMTRAK and light rail stations.

UMBC combines the emphasis on teaching found at the best liberal arts colleges with the innovation of a research university. UMBC’s students take full advantage of the educational, business, cultural, and recreational resources of Baltimore and Washington, D.C. At UMBC, students work alongside faculty who are leaders in their fields; think about the hard questions of society, science, and creative expression; and then move beyond the classroom to make a difference.

UMBC is increasingly recognized as a major resource for building the State’s economy and addressing its social concerns. More than 70% of UMBC’s 53,600 active alumni live and work in Maryland, contributing significantly to the State’s economic and social vitality. In Fall 2013, UMBC had 13,908 enrolled students from nearly all 50 states and more than 80 nations, creating a richly diverse student body. In 2013, the university awarded 2,231 bachelor’s degrees, 528 master’s degrees, 95 doctorates and 131 graduate certificates.

The university has experienced a significant rise in student enrollment over the past five years. Headcount has increased by 12% for undergraduate students and over 10% for graduate students during this period. For the last five years, UMBC has been recognized by U.S. News & World Report’s America’s Best Colleges Guide as the nation’s top up-and-coming national university.

2. CONSULTANT SCOPE OF SERVICES:

UMBC seeks a consultant (“Consultant”) to provide academic management data analytics tools, benchmarks and strategies services inclusive of the associated software (“Services”) to enable UMBC to improve allocation of its academic resources (i.e. course programs and scheduling, space utilization and human capital) starting with the fall 2016 academic semester.

The Consultant is to provide the following services:

2.1 Data Acquisition Services: Provide the necessary Services to generate the required data from requisite UMBC systems including, but not limited to, student information systems
(SIS) to populate the academic analytics solution. Upon award of the contract, the selected firm will participate in a technical planning call to discuss the specific project implementation and utilization of these services with a final Statement of Work to be provided for approval by UMBC.

2.2 **Data Integration and Validation**: The Consultant will work with UMBC in developing and transmitting a set of data files from UMBC to the Consultant’s secure data center. Such data is to include SIS and any distinct financial, human resources, faculty workload, course catalog, and related system for both the current data as well as historical data (up to 5 years). The Consultant will perform the following services:

2.2.1 Annual Data Extract: The Consultant will, with proper provisioning from UMBC, design scripts to extract all relevant data directly from UMBC system(s) to its servers for aggregation and reporting on an annual basis.

2.2.2 Annual Data Validation: On an annual basis, the Consultant will validate the data (control for gaps, missing fields, and outliers) and assemble a platform from which the Consultant can generate the necessary reports.

2.2.3 Data Assumption Reports: The Consultant will provide metrics transparency through a report highlighting exactly how the Consultant handled any data challenges (missing data, inconsistent definitions across colleges within UMBC, etc.) on an ‘as needed’ basis.

2.3 **Reporting and Analytics**: The Consultant will provide the following:

2.3.1 Annual Institutional Report: On an annual basis, the Consultant will construct a detailed report highlighting unit level (department and college) performance across critical cost, capacity, enrollment, and student-outcome metrics. The report will be structured to enable quick identification of outliers across longitudinal internal benchmarks.

2.3.2 Opportunity Reports: With UMBC input on desired content, the Consultant will construct two (2) drill down reports for UMBC, either at a department level (analyzing opportunities and strengths of a particular department in great detail) or at a campus-wide level (detailing performance of all departments and colleges across an important issue (under filled sections, instructional costs, administrative costs, student outcomes, etc.).
2.4  **Ongoing, In-depth Research and Support:** The Consultant will provide the following:

2.4.1  **Onsite Presentations:** Twice a year, the Consultant will travel to UMBC to facilitate a dialogue stemming from the key takeaways in a recently delivered annual or opportunity report (as described above in 2.3).

2.4.2  **Peer Benchmarking:** Beginning in 2016, the Consultant shall infuse (i) all reporting and (ii) advisory dialogs with peer benchmarks to better enable senior leaders at UMBC to contextualize UMBC’s performance and gain insight into the types of academic performance investments and improvements its peers are making.

2.5  **Other Services:** The Consultant shall propose other Services to UMBC that will enhance UMBC’s ability to learn about best practices and innovative ways to improve its key performance indicators and sustain such from year to year, discuss and learn of peer’s successes, failures and lessons learned, and updates on top research related topics as well as access to on call expertise.

2.6  **List of Deliverables:** The required deliverables are identified and described above.

2.7  **Additional Requirements**

The Consultant is to comply with all UMBC guidelines under the direction and review of the designated UMBC Project Manager who is the primary point of delivery for all correspondence, requests for payment, etc., unless otherwise directed.

The cost of administrative services, printing (if any), travel to UMBC, and courier services, if applicable, shall be included in the price proposal.

A program initiation meeting will be held to introduce the Consultant to the primary stakeholders, clarify programmatic requirements, review the project scope, and discuss procedures. Other meetings will be held on a specific schedule and location(s) as agreed upon between UMBC and the awarded firm.
3. **PROJECT SCHEDULE:**

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<thead>
<tr>
<th>Day/Date</th>
<th>Time</th>
<th>Purpose</th>
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<tbody>
<tr>
<td>Friday, 12/11/15</td>
<td>3:00 p.m. EST</td>
<td>All questions to be submitted by this date.</td>
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<tr>
<td>Wednesday, 12/16/15</td>
<td>On or before 4:00 p.m.</td>
<td>Due date for technical proposal to be submitted via e-mail</td>
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<tr>
<td>Friday, 12/18/15</td>
<td>On or before 12:00 p.m.(noon)</td>
<td>Due date for price proposal to be submitted via e-mail</td>
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<tr>
<td>Tuesday, 01/01/16</td>
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<td>Anticipated Award Date</td>
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4. **SOLICITATION RESPONSE REQUIREMENTS:**

The following documentation must be provided in the response with the technical information to be provided separately from the price information as there are two (2) separate due dates for these as noted above:

4.1 **Technical Information:**

4.1.1 **Consultant’s Project Team:**

a. Provide an organizational chart of your firm’s team for this engagement listing titles and reporting structure.

b. Provide resumes of your team’s senior members.

Note: The University reserves the right to request references on team members and/or the firm. Such references, if requested, will be held in the strictest of confidence.

4.1.2 **Special/Unique Characteristics:** Provide information on your firm’s special and unique characteristics that are specific to this engagement. In this section, Proposers are also to identify ‘Other Services’ that they will be including in their proposal that will enhance UMBC’s ability to learn about best practices and innovative ways to improve its key performance indicators and sustain such from year to year, discuss and learn of peer’s successes, failures and lessons learned, and updates on top research related topics as well as access to on call expertise.

4.13 **Schedule:** Provide a proposed milestone schedule for this engagement based on the scope of services and the anticipated award date noted above.
4.1.4 **Company Profile:** Provide a brief history of the firm including the number of years that your firm has provided academic data analytics services.

4.1.5 **Bid/Proposal Affidavit:** Complete this affidavit (found in Attachment A) and submit it with your firm’s technical proposal.

4.1.6 **Acknowledgement of Receipt of Addendum:** If addendum are issued prior to the due date for the technical proposal, please complete this form and submit it with your firm’s technical proposal. This form is provided in Attachment A.

4.2 **Price Proposal:** Proposers are to complete the Price Proposal form (found in Attachment B). Proposers are requested to provide a lump sum price for the provision of the Services as follows:

4.2.1 **Base Price:** Lump sum price to provide the Services as described in the solicitation document in #2.1 through #2.4 above.

4.2.2 **Other Services Price:** Lump sum price to provide the Other Services as described in the Proposer’s technical proposal under item #4.1.2.

5. **SUBMISSION AND EVALUATION OF THE RESPONSES:**

Technical proposals are to be submitted by Wednesday, 12/16/15, on or before 4:00 p.m. Price proposals are to be submitted by Friday, 12/18/15. All proposals are to be submitted electronically to:

Terry Cook  
Senior Associate Vice President for Administrative Services  
Tcook@umbc.edu  
Office: 410-455-2939  
Fax: 410-455-1090

Responses must be submitted by an individual of the firm who can bind the firm to all contents of the response. The date/time on which the proposal is sent will be used to confirm receipt.

The University may shortlist and conduct interviews with the shortlisted firms. **If interviews are requested, the University will schedule these sessions with the applicable proposers.**

The technical aspects of the response will weigh greater than the price; that is, a firm’s response evaluated to be more technically responsive even though it has a higher associated price, may be awarded the contract. The decision as to the “most advantageous’ is solely at the University’s discretion.
Further information may be requested by the University during the evaluation process. Responses will be evaluated for technical merit as well as price. Responses will be evaluated for the firm who provides the most advantageous proposal to the UMBC considering both the technical and price proposal.

UMBC reserves the right to reject in whole or in part, any and all proposals without liability and/or to accept any proposal in the interest of the State of Maryland

6. **PROJECT MANAGEMENT**

UMBC’s Office of the Provost will be providing project management services for this contract and will designate the specific project manager at the time of contract award.

7. **RESULTING CONTRACT:** A University contract will be issued to the selected firm. This contract is provided in Attachment C. In responding to this Solicitation, proposers are accepting that they will agree to execute the attached Consulting Agreement including mandatory Terms and Conditions for contract award. All work product and documentation shall be regarded as a work for hire and is the property of the University of Maryland, Baltimore County and may not be copied or reproduced without its expressed written permission.

Attachments:

- Attachment A: Bid/Proposal Affidavit Form, Acknowledgement of Receipt of Addendum and Price Proposal Form
- Attachment B: UMBC Consulting Agreement, Contract Affidavit and UMBC Solicitation Terms and Conditions
ATTACHMENT A
BID/PROPOSAL AFFIDAVIT
(Page 1 of 8)

A. AUTHORSIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(a) 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;

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

(c) 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;

(d) 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;

(e) 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 (a), (b), (c), or (d), above;

(f) 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;

(g) 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):

______________________________________________________________
D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, 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):

_____________________________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

_______________________________________________________________

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. 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 in contracts, leases, or other agreements with the State of Maryland, including it 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 for in any primary or general election.
J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same 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 J(2)(b), above;

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

(a) The award of 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
BID/PROPOSAL AFFIDAVIT (page 7 of 8)

(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 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: ______________________________________________________________

Address: ______________________________________________________________
(If not applicable, so state.)

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory 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)
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: #BC-20999-C

TECHNICAL PROPOSAL DUE DATE: ________________ ON OR BEFORE 4:00 P.M.

RFP FOR: ACADEMIC DATA ANALYTICS SERVICES CONSULTANT

NAME OF PROPOSER: ________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. ____ dated ______
Addendum No. ____ dated ______
Addendum No. ____ dated ______
Addendum No. ____ dated ______
Addendum No. ____ dated ______
Addendum No. ____ dated ______

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

________________________________
Signature

________________________________
Name Printed

________________________________
Title

________________________________
Date

END OF RECEIPT OF ADDENDUM FORM
PROPOSAL NO.: RFP #BC-20999-C

PRICE PROPOSAL DUE DATE: _____, __________________ ON OR BEFORE 12:00 P.M. (via e-mail)

PROPOSAL FOR: ACADEMIC DATA ANALYTICS SERVICES

PROPOSER: ____________________________________________________

Federal Identification Number/Social Security Number:______________

PRICE PROPOSAL DATE__________________

Ms. Terry Cook
tcook@umbc.edu
University of Maryland Baltimore County
1000 Hilltop Circle, Administration Building #301
Baltimore, MD  21250

Dear Ms. Cook,

The undersigned hereby submits the Price Proposal as set forth in RFP #BC-20999-C dated 12/1/15 and the following subsequent addenda:

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

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

1. **BASE PRICE:** An all-inclusive lump sum quoted price for the provision of all services per the RFP document with the exception of Other Services

   (In words and figures)

   ____________________________________________________ ($_______________).
PROPOSAL NO.: RFP #BC-20999-C
PRICE PROPOSAL DUE DATE: ______, _________________ ON OR BEFORE 12:00 P.M. (via e-mail)

PROPOSAL FOR: ACADEMIC DATA ANALYTICS SERVICES

PROPOSER: __________________________________________________________

2. OTHER SERVICES: Lump sum price to provide the Other Services as described in the Proposer’s technical proposal under item #4.1.2 of the solicitation document.

(In words and figures)

______________________________________________ ($__________________).

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the solicitation documents. The evaluation and subsequent final ranking of proposals will be in accordance the solicitation documents. We understand that technical weighs greater than cost.

We further understand that this Price Proposal includes all costs associated with the provision of the Services per this solicitation. We further confirm that the key personnel named within our Technical Proposal, and any clarifications thereto during the course of this procurement, will be assigned to the UMBC Contract for the duration of this contract. We understand that no changes in this assignment will be allowed without written authorization from the University via contract amendment prior to such changes being made.

The undersigned hereby certifies that he/she is a duly authorized office of the Proposer and can bind the Proposer to the prices stated herein.

______________________________________________
Proposer (Company Name)

______________________________________________
Authorized Signature

______________________________________________
Print Name

______________________________________________
Title
ATTACHMENT B

UMBC Contract for Consulting Services
UMBC Solicitation Terms and Conditions

CONTRACT BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

____________________________

By this Contract, made as of the day of ______, 2015, by and between the University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland (“University” or “UMBC”), 1000 Hilltop Circle, Baltimore, Maryland 21250, and ______________________________ (“Consultant”), for ( ), the parties hereby agree as follows:

1. **TERM OF CONTRACT**: The term of this Contract shall commence on _______ and terminate on _______.

2. **SCOPE OF CONTRACT**: The Consultant's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in UMBC’s solicitation documents #BC-20999-C dated 12/1/15 and any amendments or changes thereto as well as the Consultant’s proposal submitted in response to the aforementioned solicitation (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

   Order of precedence: (1) Solicitation documents and all addenda, (2) Contract, and (3) Consultant’s Proposals.

3. **COMPENSATION AND METHOD OF PAYMENT**:

   A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Consultant $______________.

   B. The Consultant's Federal Tax Identification Number or, where applicable, Social Security Number is ________________________________.

   C. The Consultant shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. **DELIVERY**: Delivery shall be made in accordance with bid/RFP specifications.
5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

6. **RESPONSIBILITY OF CONSULTANT:**
   A. The Consultant shall perform the services with that standard of care, skill and diligence normally provided by a Consultant in the performance of services similar to the services hereunder.
   B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Consultant shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Consultant under this Contract.

7. **DISSEMINATION OF INFORMATION:**
   A. During the term of this Contract, the Consultant shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
   B. The Consultant shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Consultant, its agents or employees.

8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Consultant agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at anytime during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.
PATENTS, COPYRIGHTS AND TRADE SECRETS:

A. If the Consultant furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Consultant shall obtain the necessary permission or license to use such item.

B. Consultant will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Consultant infringes any patent, trademark, copyright, or trade secret. Consultant also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys’ fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 8.3 below.

C. If any products furnished by Consultant become, or in Consultant’s opinion, are likely to become, the subject of a claim of infringement, Consultant will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

DISPUTES: This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

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

CIVIL RIGHTS ACT 1964: Vendors and Consultants providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.
13. **AFFIRMATIVE ACTION:** The Consultant and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland’s Executive Order 01.01.1993.16.

14. **CONFLICT OF INTEREST LAW:** It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.

15. **CONTINGENT FEE PROHIBITION:** The Consultant, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Consultant, Architect, or Engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

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

17. **SOFTWARE CONTRACTS:** ADD language

18. **EPA COMPLIANCE:** Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Consultant must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Consultant is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.
19. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Consultant's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Consultant and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Consultant as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

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

21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Consultant has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Consultant shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
22. **TERMINATION OF MULTIYEAR CONTRACTS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State’s rights or the Consultant’s rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Consultant and the State from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Consultant as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

23. **DELAYS AND EXTENSIONS OF TIME:** The Consultant agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Consultant for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Consultant in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-Consultant or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Consultant or the subcontractors or suppliers.

24. **VARIATIONS IN ESTIMATED QUANTITIES:** Intentionally omitted.

25. **LIQUIDATED DAMAGES:** Intentionally omitted.

26. **SUSPENSION OF WORK:** The procurement officer unilaterally may order the Consultant in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.

27. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
28. **FINANCIAL DISCLOSURE**: The Consultant shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

29. **POLITICAL CONTRIBUTION DISCLOSURE**: The Consultant shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate $100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of $500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

30. **RETENTION OF RECORDS**: The Consultant shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

31. **AUDIT**: The University reserves the right to request an independent review of the Consultant’s financial operations and overall contract compliance (“Review”). The Review would be at the Consultant’s expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.
32. **COMPLIANCE WITH LAWS:** The Consultant hereby represents and warrants that:

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

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

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

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

33. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Consultant certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

A. A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the procurement officer; or

B. A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the procurement officer.

C. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Consultant furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

34. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding $100,000. It shall be in substantially the same form as follows: or insert “N/A” if not applicable.] The Consultant by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that

A. The wage rates and other factual unit costs supporting the firm=s compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University=s right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subconsultant; and
C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

35. **PAYMENT OF UNIVERSITY OBLIGATIONS**: Payments to the Consultant pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Consultant. Each such invoice must reflect the Consultant's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

36. **SET-OFF**: The University may deduct from and set-off any amounts due and payable to the Consultant any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Consultant or by virtue of the failure or refusal of the Consultant to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Consultant of liability for additional costs resulting from a failure to satisfactorily perform the services.

37. **INDEMNIFICATION**: The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this Contract.

38. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES**: Consultant may not, for any period during the Contract term, seek to reduce the amount of Consultant’s income subject to Maryland income tax by payments made to an affiliated entity or an affiliate’s agent for the right to use trademarks, trade names, or other tangible property associated with Consultant. Consultant agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Consultant and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Consultant does business. Consultant agrees that it is authorized to bind its affiliated entities to the terms hereof.
39. **ENTIRE AGREEMENT:**
   A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
   B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.
   C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
   D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
   E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

40. **CONTRACT CONTROLS:** It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Consultant pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.
41. **USE OF CONSULTANT’S FORMS NOT BINDING ON STATE:**

A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Consultant, shall not bind the University to any of the terms and conditions contained therein except those provisions:

   (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and

   (2) Not otherwise inconsistent with the Contract Documents.

B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:

   (1) The document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and

   (2) The document is executed on behalf of the University by the procurement officer; and

   (3) Execution of the document is approved by the procurement authority whose approval is required by law.

42. **ASSIGNMENT:** This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Consultant without the prior written consent of the University.

43. **WAIVER OF JURY:** UNIVERSITY AND CONSULTANT, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONSULTANT, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

44. **MARYLAND LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.
45. **SUCCESSORS AND ASSIGNS.** This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.

46. **CONTRACT AFFIDAVIT:** The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Consultant.

(Signatures on following page)
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Consultant: __________________________

___________________________________ BY: __________________________

Witness

Signature

Typed/Printed Name

Title

Date

Telephone Number

University of Maryland Baltimore County

___________________________________

Witness

BY: __________________________

Signature

Typed/Printed Name

Title

Date

Telephone Number
CONTRACT 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. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: ________________________________________________________________

Address: ______________________________________________________________

(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.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT to the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated __________, 2015, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: ___________ By: ________________________________ (Authorized Representative and Affiant)
UMBC Solicitation Terms and Conditions

Definitions:

(a) "Vendor" or "Consultant" means a person, partnership, corporation or other entity submitting an offer in response to a University solicitation.

(b) "Offer" means the price submitted by a vendor.

(c) "UMBC" means the University of Maryland, Baltimore County or any other component of the University System of Maryland (USM) on behalf of which this procurement is made by UMBC.

(d) "Contract" an agreement entered into by UMBC for the acquisition of supplies, services, construction, architecture services and engineering services.

Terms:

1. **Reservation of Rights.** This solicitation creates no obligation on the part of UMBC. This solicitation may be cancelled at any time prior to opening of offers. UMBC reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services described in the solicitation. Offers may be modified or withdrawn by written notice received prior to the time and date set for opening. UMBC reserves the right to accept or reject any and all offers in whole or in part. The University reserves the right to make awards by item, groups of items, multiple awards, or on an all or none basis as best serves the interests of the University.

2. **Pricing.** The submitted price shall be considered as the offer price, which will be evaluated by UMBC. Separate unit prices shall be submitted for each item; extensions shall be indicated where applicable and total offer price shown when requested. Unless otherwise provided in the solicitation, offer prices are irrevocable for a period of 90 days following the date set for offer opening.

3. **Specifications; Equivalents.** All materials, equipment, supplies or services shall conform to applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trades names, brand names, information and/or catalog numbers listed in a specification are for information and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item(s). If offers are based on equivalent products, the vendor shall indicate on the offer form the manufacturer's name and product number and shall submit with the offer cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous offer shall not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. UMBC reserves the right to determine acceptance of any items proposed as equivalent. Offers which do not comply with these requirements are subject to rejection. Offers lacking any written indication of intent to offer an alternate brand shall be received and considered in complete compliance with the specifications as listed on the solicitation form.
4. **Samples.** Intentionally omitted.

5. **Vendor's Terms and Conditions.** The Purchase Order issued by UMBC shall constitute the contract between the parties. A VENDOR'S PROPOSED TERMS ARE NOT PART OF THE CONTRACT UNLESS SPECIFICALLY ACCEPTED IN WRITING BY THE PROCUREMENT OFFICER. NO OTHER UNIVERSITY EMPLOYEE CAN ACCEPT OR EXECUTE A CONTRACT FORM OR ACCEPT A VENDOR'S TERMS. Any terms and conditions, including any form contracts, which the vendor proposes to use, shall be submitted (a) by the solicitation closing date in the case of a single step procurement or (b) by the closing date for technical offers, in the case of a multi-step procurement. If a vendor does not submit any proposed terms on a timely basis, its offer will be deemed an offer to contract on UMBC’s terms. If a vendor timely proposes any non-UMBC terms or conditions, the vendor must indicate clearly in writing whether or not its offer is contingent upon the acceptance of any or all of the vendor’s terms and conditions. UMBC may reject any offer made contingent upon University acceptance of a vendor’s terms and conditions.

6. **Minority Business Enterprise Notice.**
   (a) Minority business enterprises are encouraged to respond to this solicitation
   (b) Refer to the specifications of the solicitation for identification of Minority Business Enterprise "MBE" participation goal, if any.

7. **Public Information Act Notice.** Offerors shall give specific attention to the identification of those portions of their responses that they deem to be confidential, proprietary information or trade secrets and shall provide justification why such materials, upon request, should not be disclosed by UMBC under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

8. **Arrearages.** By submitting a response to this solicitation, a vendor 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.

9. **Bid/Proposal Affidavit.** The attached bid/proposal affidavit shall be completed and submitted by the vendor with the bid or proposal. The terms and conditions of the affidavit will be incorporated into and made a part of any contract resulting from this solicitation.

10. **Bid Security.** Intentionally omitted
11. **Ethics.** The Vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 15, State Government Article, Annotated Code of Maryland. The Public Ethics Law prohibits, under certain circumstances, (i) present and former officials and employees of State agencies, or (ii) businesses in which those persons or their close relations hold employment or economic interests, from submitting bids or proposals, negotiating for themselves or others, or entering into contracts with the State. In the event a violation of the Maryland Public Ethics Law occurs in connection with a Vendor's response to this solicitation or a resulting contract award to a Vendor, the University reserves the right to reject the proposal or declare an event of default of the contract awarded to the Vendor. Any Vendor with concerns about compliance with the Maryland Public Ethics Law is encouraged to contact the State Ethics Commission for more information.

12. **Rights in Inventions.** For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMBC. UMBC shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to UMBC and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

13. **Copyrights.** For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMBC shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMBC.

14. **Acknowledgement of Addenda.** If it becomes necessary to revise any part of the bid, addenda will be posted to the eBid Board website at [www.umbc.edu/procurement](http://www.umbc.edu/procurement) or issued to the vendors who are known to have the solicitation documents. It is the responsibility of the bidder to check the website frequently until the opening date for addendums, amendments, and changes. A written acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all vendors submitting a bid.

15. **Conflict of Interest.** An individual or a person that employs an individual who assists the University in the drafting of 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: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.
16. **Family Educational Rights and Privacy Act ("FERPA")** The selected Consultant 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, Consultants, student records or student financial information, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act ("FERPA"), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected firm must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University’s and borrower’s confidential information.

END OF SOLICITATION DOCUMENTS FOR ACADEMIC DATA ANALYTICS SERVICES
Solicitation #BC-20999-C