UNIVERSITY OF MARYLAND BALTIMORE COUNTY

REQUEST FOR PROPOSAL # BC-21007-Q

FOR

BLACKBOARD ANALYTICS TECHNICAL CONSULTANT CONTRACT

ISSUE DATE: FEBRUARY 23, 2016

SIGNIFICANT MILESTONES TIME: DATE

Issue Date 4:00 PM Tuesday, February 23, 2016

Deadline for Questions 4:00 PM Wednesday, March 2, 2016

Technical & Price Proposals Due Date 2:00 PM (EST) Thursday, March 10, 2016

Interviews with Proposing Firms TBD Thursday, March 24, 2016

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

UNIVERSITY OF MARYLAND BALTIMORE COUNTY
1000 Hilltop Circle
Baltimore, Maryland 21250
www.umbc.edu

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SECTION 1 - GENERAL INFORMATION

1.1 Objective. The University of Maryland Baltimore County (UMBC) is seeking a targeted and focused technical consulting partnership to assist in customizations/enhancements to our Blackboard Analytics Data Warehouse (REX). UMBC is currently defining the vision, scope and objectives for this major project. In particular, an emphasis is being placed on experience with customizing Blackboard Analytics.

1.2 UMBC Background. The University of Maryland, Baltimore County (UMBC), one of the 11 degree-granting institutions of the University System of Maryland, is a public research university, emphasizing graduate programs in the sciences, engineering, public policy, and human services, and building on a strong undergraduate liberal arts and sciences core.

UMBC stands out among the nation’s research universities because of its emphasis on undergraduate education, reflecting a tradition of linking research and teaching, coupled with a bold vision and entrepreneurial spirit. Public investment has generated a high return for the State. UMBC is determined to continue attracting and educating growing numbers of students who will enter Maryland’s workforce and reflect the diversity of the State.

UMBC currently enrolls approximately 13,200 students (including 10,570 undergraduates and 2,630 graduate students), and employs approximately 1,950 full-time and part-time faculty and staff.

1.3 The Campus. UMBC is located in suburban Baltimore County, on the I-95 corridor between Washington, D.C., and Baltimore. Conceived in 1962, the campus was built on the site of the former Spring Grove State Hospital farm on 432 acres. Subsequent land acquisitions have increased the University’s holdings on its main campus to 482 acres. Within the main campus are a 41 acre research and technology park (bwtech@UMBC) and a 67 acre Conservation and Environmental Research Area (CERA). Additional information concerning UMBC may be obtained through the UMBC home page, www.umbc.edu.
1.4 **Issuing Office / Point of Contact.** The sole point of contact at UMBC for purposes of this Solicitation is the Procurement Officer noted below. Any questions with regard to any aspect of this proposal must be directed to Sharon Quinn in writing.

Sharon Quinn  
University of Maryland Baltimore County  
Department of Procurement  
Administration Building, Room 301,  
1000 Hilltop Circle  
Baltimore, MD 21250  
Voice: (410) 455-2540  
FAX: (410) 455-1009  
E-mail: squinn@umbc.edu

1.5 **Pre-Proposal Conference.** There will be no Pre-Proposal Conference.

1.6 **Inquiries.** Questions and inquiries should be directed to the individual referenced as the Point of Contact above. All such questions and inquiries must be received by **4:00 p.m. on Wednesday, March 2, 2016.** Inquiries will receive a written reply.

1.7 **Addenda Acknowledgment.** Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

**RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL. An “Acknowledgement of the Receipt” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.**

1.8 **RFP Closing Date.** In order to be considered, an original, two (2) electronic copies and three (3) copies **[for a total of six (6) sets]** of the Technical Proposal and the original and two (2) copies **[for a total of three (3) sets]** of the Price Proposal must arrive at the issuing office by **Thursday, March 10, 2016, no later than 2:00 p.m. (EST)**

**NOTE:** All UMBC mail goes through the UMBC mail room, so please leave sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 301, or error or delay on the part of the carrier.
Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must either be received electronically in the UMBC BOX, (upload.RFP_Tec.bdk4pdti2l@u.box.com) or physically in Room 301 by the due date in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

1.9 Delivery of Proposals. Proposals must be delivered to:
University of Maryland Baltimore County
Department of Procurement
1000 Hilltop Circle, Administration Building, Room 301
Baltimore, MD 21250
Attention: Sharon Quinn

1.10 Receipt of Proposals. Proposals may not be opened publicly; nor, can the identity of persons (individuals or entities) submitting proposals ("Proposers") be disclosed prior to actual contract award. However, a register of proposals, identifying each Proposer, shall be prepared and open to public inspection after the contract award. Proposals shall not be open to public inspection until after the contract award, and then shall be made public only if requested under the provisions of the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland.

1.11 Duration of Proposals. Proposals submitted in response to this solicitation are irrevocable for 120 days following the closing date. This period may be extended by mutual agreement between the Proposer and UMBC.

1.12 Rejection or Acceptance of Proposals. UMBC reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation; or to negotiate with any Proposer, in any manner necessary, to serve the best interest of UMBC and the State of Maryland.

1.13 Cancellation of the Solicitation. UMBC may cancel this solicitation, in whole or in part, at any time prior to contract award.

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

1.15 Minority Business Enterprises. State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland. For more information on the State’s MBE program, please see the MDOT website, at http://www.mdot.state.md.us/mbc/index.html.
1.16 **Assistance in Drafting Specifications.** Under Article 40A, § 3-110, Annotated Code of Maryland, a firm who employs an individual who assists a state agency in drafting specifications for an invitation for bid and/or a request for proposal for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. If a firm has any questions regarding the applicability of this provision of the State Ethics Law, contact the State Ethics Commission, Toll Free phone number 877-669-6085 or see the website [www.ethics.gov.state.md.us](http://www.ethics.gov.state.md.us). The selected Proposer (“Contractor”) shall be solely responsible for all services as required by this solicitation. The use of a subcontractor(s) does not relieve the Contractor of liability. UMBC will consider proposals that reflect primary and secondary service providers, or prime/subcontractor relationship. However, 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.

1.17 **Contract Agreement.** The contract to be entered into as a result of this solicitation (the “Contract”) shall be by and between the Proposer as contractor and UMBC in the form provided in Appendix B of this solicitation. By submitting an offer, the Proposer warrants that they have reviewed the contract in Appendix B and will execute this contract upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee.

1.18 **Term of Contract.** Any contract arising from this solicitation action shall commence on the date the contract is executed on behalf of UMBC or such later date, as UMBC and the Contractor shall agree. The term of the resulting Consulting Agreement shall be three (3) years (anticipated to begin on April 15, 2016 to April 14, 2019). The University reserves the unilateral right to renew the contract at the same basis (with annual adjustments per terms of the Master contract, terms and conditions) for two (2) additional one-year terms. The University also reserves the right to purchase additional professional services at the same basis of pricing, terms and conditions for up to 36 months from the date of contract award.

1.19 **Acceptance of Terms and Conditions.** By submitting a proposal in response to this solicitation, a Proposer shall be deemed to have accepted all the terms, conditions, and requirements set forth in this solicitation.

1.20 **Payment.** The State of Maryland usually provides payments on a net 30-day basis for UMBC approved invoices. As a State agency, UMBC is normally prohibited from paying for products or services in advance. 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 UMBC, 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.
1.21 **Access to Contractor Records for Quality Assurance and Auditing Purposes.** The Contractor and its principal subcontractors must provide access to pertinent records by UMBC and University personnel or its representatives (including internal auditors, external auditor’s representatives, or agents) to provide quality assurance and auditing.

1.22 **Procurement Regulations.** This solicitation shall be conducted in accordance with University System of Maryland Procurement Policies and Procedures; the procurement method is Request for Proposals Procurement. The text of the Policies and Procedures is available at [www.USMD.edu/Leadership/BoardofRegents/Bylaws/SectionVIII/](http://www.USMD.edu/Leadership/BoardofRegents/Bylaws/SectionVIII/).

1.23 **Order of Precedence.** The contract between the parties will be embodied in the contract documents, which will consist of those items named in “1.17” above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.

1.24 **Joint Venture Proposers.** Not Applicable. Intentional Omitted.

1.25 **Payments by Electronic Funds Transfer.** By submitting a response to this solicitation, the Proposer agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (“EFT”) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: [http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf](http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf)

END OF SECTION 1
SECTION 2
SCOPE OF SERVICES

OBJECTIVE

The University of Maryland Baltimore County (UMBC) is seeking a targeted and focused technical consulting partnership to assist in customizations/enhancements to our Blackboard Analytics Data Warehouse (REX). UMBC is currently defining the vision, scope and objectives for this major project. In particular, an emphasis is being placed on experience with customizing Blackboard Analytics.

The University seeks high-level Technical Consultants that will work collaboratively with UMBC technical staff to achieve outcomes such as those, but not limited to, presented in the table below. It is anticipated that this work will require approximately 1000 hours of consulting over a twelve-month period of time.

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Timeline</th>
<th>Specific Topics Requested</th>
<th>Consulting Preferences</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Upgrade of Blackboard Analytics</td>
<td></td>
<td>Blackboard Analytics Financial Module, Microsoft SQL Server database,</td>
<td>Understanding of Blackboard Analytics ETL and design</td>
</tr>
<tr>
<td>Financial Module: Before going forward</td>
<td></td>
<td>Microsoft SQL Server Integration Services (SSIS), Microsoft SQL Server Reporting Services</td>
<td>techniques; Understanding of SSAS development and design</td>
</tr>
<tr>
<td>with further customizations to the</td>
<td></td>
<td>(SSRS), Microsoft SQL Server Analysis Services</td>
<td></td>
</tr>
<tr>
<td>Financial module, UMBC needs to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>upgrade to (or re-implement with) the</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>latest version of the Blackboard</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analytics Financial module.</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

CONSULTANT TO PROVIDE
### 2. HR and Time Sheet Tracking Model:

In order to better analyze our HR data, UMBC would like to develop a model (dimension, facts, cubes) around our HR data. We do not feel that we need all of the capabilities of the Blackboard Analytics HR module at this time. In addition we would like to include our custom electronic time sheet data in this model.

**CONSULTANT TO PROVIDE**

- Blackboard Analytics, Microsoft SQL Server database, Microsoft SQL Server Integration Services (SSIS), Microsoft SQL Server Reporting Services (SSRS), Microsoft SQL Server Analysis Services (SSAS)
- Understanding of Blackboard Analytics ETL and design techniques; Understanding of SSAS development and design

### 3. Point in Time Comparison Reporting for Student Plans:

In order to better understand changes in student plans we would like to develop the ability to do point in time comparisons of plan data. This would be similar to the delivered

**CONSULTANT TO PROVIDE**

- Blackboard Analytics Student Module, Microsoft SQL Server database, Microsoft SQL Server Analysis Services (SSAS)
- Understanding of Blackboard Analytics ETL and design techniques; Understanding of SSAS
### 4. Point in Time Comparison Reporting for Courses

In order to better understand changes in Course capacity, (room assignments, etc.) we would like to develop the ability to do point in time comparisons of course data. This would be similar to the delivered FactStudentRegistrationComparison.
<table>
<thead>
<tr>
<th>Services (SSAS)</th>
<th>Blackboard Analytics Student Module, Microsoft SQL Server database, Microsoft SQL Server Integration Services (SSIS), Microsoft SQL Server Reporting Services (SSRS), Microsoft SQL Server Analysis Services (SSAS)</th>
<th>Understanding of Blackboard Analytics ETL and design techniques; Understanding of SSAS development and design</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5. Cohort Tracking:</strong> In order to fully take advantage of our ability to track cohorts, UMBC would like assistance in better understanding the delivered cohort model. UMBC currently has an in-house developed cohort tracking model that either needs to be integrated into the delivered model or a new model needs to be developed for cohort tracking.</td>
<td>CONSULTANT TO PROVIDE</td>
<td></td>
</tr>
<tr>
<td><strong>6. External Education Tracking:</strong> The Blackboard Analytics Student module does not provide full tracking of student external education (institutions and courses). We would like to develop a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
model (dimensions, facts, cubes) around external education. The model would be sourced primarily from PeopleSoft, but could also include data from sources such as the National Student Clearinghouse.

| CONSULTANT TO PROVIDE | database, Microsoft SQL Server Integration Services (SSIS), Microsoft SQL Server Reporting Services (SSRS), Microsoft SQL Server Analysis Services (SSAS) | of SSAS development and design |

END OF SECTION 2
SECTION 3
PROPOSAL REQUIREMENTS AND FORMS

Proposal Submittals and Requirements

A. PROPOSAL SUBMITTALS: Responses to RFP # BC-21007-Q are to consist of the following:

1. TWO VOLUME SUBMISSION: The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the Price Proposals are reviewed by the Committee. Consequently, each proposal must be submitted as two separate volumes as indicated below. Failure to do so may constitute disqualification of a vendor’s proposal.

   2. As part of the Technical Evaluation, the University reserves the right to request that Proposers be available for Interviews / Discussions in conjunction with their written proposals in order to obtain further clarifications and information. These Interviews / Discussions may be conducted via Conference Call, as well as, face-to-face (in person). In the event that the University decides not to have Interviews / Discussions, the University reserves the right to make an award based upon the information submitted without further discussions.

   The proposed key personnel identified in the technical proposal must be available for the Interview / Discussion Session if held.

B. PROPOSAL REQUIREMENTS:

1. Transmittal Letter

A transmittal letter prepared on the Proposer's business stationery must accompany the original and all copies of each required volume. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind his/her firm to all statements, including services and prices, contained in the proposal and any solicitation addenda. The letter shall include the Name and Address of Proposer, as well as, the person(s) [include a telephone number, telefax number, and e-mail address] responsible for responding to any inquiries or other correspondence related to this solicitation or the Proposer's proposal. The letter must also provide detailed information itemizing and explaining any exception to the terms, conditions, and requirements set forth in this solicitation.
2. **Proposal Criteria**

Clear, concise, yet detailed responses to Item C below are to be provided in the proposal.

**Note:** If the Proposer has multiple firm locations, UMBC is interested in the capabilities and experience of the office that will primarily provide the service to UMBC. Unless otherwise stated below, all requested information about the Proposer is required to be specifically limited to the local office that will serve UMBC’s needs.

3. **Signing of Forms**

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

4. **Proposal Affidavit**

State Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in Appendix A of this solicitation. Proposers must complete, sign and return this affidavit with their Technical Proposal.

5. **Insurance**

Provide a copy of a Certificate of Insurance verifying your firm's coverage for Commercial General Liability, and Errors & Omissions/Professional Liability Insurance.

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

If any addenda to the solicitation documents are issued prior to the due date and time for proposals, this form (found in Appendix A) is to be completed, signed, and included in the Proposer's Technical Proposal.
C. **VOLUME I – TECHNICAL PROPOSAL - PROPOSAL CRITERIA**

The following information **must** be furnished in the firm's Technical Proposal submittal. Failure to include any of the items listed below may disqualify a firm's response. Proposer should describe in detail and provide evidence supporting the qualifications below.

All Proposers are to compile their proposals in the order listed below and in response to this solicitation. Tabs or dividers are requested in the proposal to separate each criteria response and pages are to be numbered.

1. **Key Personnel/References:**

1.1 **Project Manager / Team Leader:** Identify and provide the resume of the Proposer's Project Manager / Team Leader who will be assigned to UMBC. This person will play the key role in the provision of the requested consulting services.

1.2 **Other Key Personnel:** Identify the other key personnel who will be involved in this engagement, their assigned roles and the resume for each.

1.3 **Key Personnel References:** Provide three (3) client references for the Project Manager / Team Leader. Such references are to include names of contacts, email and telephone numbers for all references. Such references should be able to speak to the Project Manager’s / Team Leader’s performance on contracts similar to UMBC; references MUST be from a higher education institution with higher consideration given if references are for similar tasks.

UMBC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including any person or persons associated with the references. UMBC also reserves the right to request additional references or contact any known firm associated with the Proposer, as well as, itself even if not provided as a reference by the Proposer. References will be held in the strictest of confidence.

**NOTE:** **Personnel Commitment:** By submitting the names under this Key Personnel section, the Proposer is committing these individuals to UMBC for this contract, if awarded. No personnel change will be permitted without written authorization from UMBC via a contract amendment.
2. **Approach to the Provision of Services**: Provide your firm’s approach to each element of this engagement; these are:

- Provide an overview for the project demonstrating the Proposer’s understanding of the work to be done while taking into consideration the validity of any suggested changes to the approach as it benefits UMBC.

- For at least three (3) of the Tasks outlined in SECTION 2, provide the tasks to be accomplished by the Consultant including its recommendations for the logical manner in which these should be performed.

- Provide a bar chart or narrative regarding the Consultant’s commitment to meet the anticipated schedule for the engagement.

- Provide a description of how the Consultant proposes to provide its services inclusive of their expectations from the University.

3. **Firm Profile/Experience/References**:

3.1 **Firm Profile**: Provide a brief but informative history of your firm inclusive of the number of years in business, number of years providing Blackboard Analytics Technical Consultant Services, total number of employees with a breakdown of professional staff, administrative staff and clerical staff. Information provided in this section must be from the office that will be providing these services to UMBC, and NOT that of a parent organization, if any.

Provide a list of your firm’s current major clients with an emphasis on higher education Blackboard Analytics clients over the last five (5) years.

3.2 **Firm Experience**: Complete the “Firm Experience Form” (found in Appendix A) on three (3) projects of similar scope and complexity performed over the last 5 years. Projects may be from both private and public sector clients, however, at least two (2) projects must be from higher education institutions.

For each project/contract, provide the title, period of performance, dollar amount, description of work performed, assigned personnel and a narrative that explains the relevancy of the project to the UMBC engagement.

D. **VOLUME II – PRICE PROPOSAL**

**Consulting Services**: The Consultant shall provide a Price Proposal based on the number of hours proposed for each major task, the manpower category, and the
applicable hourly billing rate ($/hour). The hourly billing rates shall be inclusive of
direct salary costs, fringe benefits, overhead, profit, materials, and all other billing
indirect costs. Mileage within a 75 mile radius of the consultant’s office will not be
compensated and the costs, therefore, must be reflected in the multiplier. Mileage
outside of a 75 mile radius will be reimbursed based on the University System of
Maryland policy and rates available at http://www.usmd.edu/regents/bylaws/SectionVIII. See Policy Number VIII - 11.10 -
Schedule Of Reimbursement Rates (FY 2016).

The Consultant shall itemize the proposal to distinguish clearly the tasks for each of the
Six (6) major elements of the work and itemize the cost for reimbursables.

The Price Proposal is to be submitted in a sealed envelope. The envelope shall have the
Proposer's name, the project name and the project number prominently displayed,
together with the words "PRICE PROPOSAL".

The Price Proposal form with signature page shall be filled out completely in ink or
typed in Attachment C of this RFP). Any erasures and/or alterations to the Proposer's
pricing shall be initialed in ink by the signer. Please note, however, that no changes,
alterations or additions to the Price Proposal Form are permitted. If there is any question
or difference between the written words and the figures, the written word shall govern.

Price Proposals will be evaluated based on the (i)  total hourly rates provided for your
team / staff and the estimated hours to compete the tasks; and (ii) a not-to-exceed (NTE)
amount for any reimbursable costs.

END OF SECTION 3
SECTION 4
EVALUATION AND SELECTION PROCEDURES

4.1 EVALUATION AND SELECTION COMMITTEE

All vendors’ proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation and Selection Committee to review and rate the proposals. The Committee shall be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Committee may request additional technical assistance from any source.

4.2 EVALUATION PROCEDURE

a. Proposals will not be opened publicly. The Committee shall first review each proposal for compliance with the mandatory requirements of this solicitation. Failure to comply with any mandatory requirement will normally disqualify a vendor’s proposal. UMBC reserves the right to waive a mandatory requirement when it is in its best interest to do so. The vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the solicitation. Each section of the proposal will be evaluated according to the criteria listed in Section 4.3. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for proposals, unless specifically requested by UMBC. Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected and will not progress further in the procurement.

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

4.3 EVALUATION OF PROPOSALS

Considering the submitted written proposals addressing all proposal criteria the Evaluation and Selection Committee will make a recommendation to the Procurement Officer on the award of the contract to the responsible Proposer whose proposal is determined to be the most advantageous to UMBC and the State of Maryland based on the results of the evaluation in accordance with the University System of Maryland
Procurement Policies and Procedures. **Technical merit will be given greater weight than cost in the final ranking.** The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the firm that provides the best overall value to UMBC.

*(NOTE: Fees will be evaluated based on the (i) total hourly rates provided for your team / staff and the estimated hours to compete the tasks; and (ii) a not-to-exceed (NTE) amount for any reimbursable costs.)*

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived whenever it is determined to be in UMBC’s best interest.

**4.4 BEST AND FINAL OFFERS**

When in the best interest of UMBC, the Evaluation & Selection Committee may recommend, and the Procurement Officer may permit qualified Proposers to revise their proposals by submitting "Best and Final" offers. However, UMBC has the right to accept the best proposal as submitted, without discussion or negotiation, and may do so. Proposers should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

**4.6 SELECTION**

UMBC may select one or more Contractors to further engage in negotiations. UMBC reserves the right to make an award with or without negotiations.

**END OF SECTION 4**
SECTION 5
TERMS AND CONDITIONS OF THE PROPOSAL

5.1 Proposer's Responsibility. Proposers are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions, in writing to the contact at the Issuing Office. A Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the solicitation or to perform the contract, if awarded.

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

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

5.4 Oral Presentation Sessions. Vendors who submit proposals may be required to make individual presentations to the University representatives. (See Section 3, for further information.).

5.5 Evaluation Of Proposals. Contract Award will be made to the responsible Proposer(s) whose proposal best meets the needs of UMBC as determined by the Procurement Officer. All proposals will be evaluated by a UMBC evaluation committee. After considering the factors set forth in this solicitation, the committee will make recommendations for the award of a contract to the vendor whose proposal is determined to be the most advantageous to UMBC.

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

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

5.8 Multiple Proposals. Vendors may not submit more than one proposal.

5.9 Alternate Solution Proposals. Vendors may not submit an alternate to the solution given in this solicitation.

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

5.11 Contractor Responsibilities. University of Maryland Baltimore County shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendors(s) shall be responsible for all products and/or services required by this solicitation. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. University of Maryland Baltimore County's intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom University of Maryland Baltimore County has a reasonable objection. Notification of such objection will be made by University of Maryland Baltimore County within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

5.12 Public Information Act. Proposers must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland.
Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement,). Failure to comply may result in rejection of your proposal.

5.13 **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.

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

5.15 **Solicitation Response Materials.** All written materials submitted in response to this solicitation become the property of University of Maryland Baltimore County and may be appended to any formal documentation, which would further define or expand the contractual relationship between University of Maryland Baltimore County and the successful vendor(s).

5.16 **Debriefing Of Unsuccessful Proposers.** A debriefing of an unsuccessful Proposer shall be conducted upon written request submitted to the Procurement Officer within 10 days after the Proposer knew or should have known its proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

The debriefing shall be limited to discussion of the unsuccessful Proposer's proposal only and shall NOT include discussion of a competing Proposer's proposal. The debriefing may include information on areas in which the unsuccessful proposer’s proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer’s rationale for the selection may be given.
5.17 **Maryland Public Ethics Law, Title 15.** The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

If the bidder/Proposer has any questions concerning application of the State Ethics law to the bidder/Proposer's participation in this procurement, it is incumbent upon the bidder/Proposer to see advise from the State Ethics Commission; The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll free phone number 877-669-6085, or see the website [ethics.gov.state.md.us](http://ethics.gov.state.md.us).

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/Proposer to obtain advise from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics law. The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

END OF SECTION 5
APPENDIX A

PROPOSAL FORMS

• TECHNICAL PROPOSAL FORMS
  - Key Personnel/Reference Form
  - Firm Experience/Reference Form
  - Proposal Affidavit Form
  - Acknowledgement of Receipt of Addenda Form

• PRICE PROPOSAL FORMS
RFP #BC-21007-Q  
KEY PERSONNEL FORM

1. PERSON'S NAME: ___________________  PROPOSER: ___________________

2. POSITION TO BE ASSIGNED:
   ___ Project Manager / Team Leader   ___ Other _________________________

3. TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:

<table>
<thead>
<tr>
<th>Association/Institution</th>
<th>License/Certification/Degree</th>
<th>Date Earned (Month/Year)</th>
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3.1 SKILLS MATRIX:

<table>
<thead>
<tr>
<th>Skill</th>
<th>Skill Level (at or near)</th>
<th>Certification</th>
<th>License</th>
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<tbody>
<tr>
<td>Blackboard Analytics Financial Module</td>
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<tr>
<td>Blackboard Analytics Student Module</td>
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<tr>
<td>Microsoft SQL Server (relational databases)</td>
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<tr>
<td>Microsoft SQL Server T-SQL</td>
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<td>Microsoft SQL Server Integration Services (SSIS)</td>
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<tr>
<td>Microsoft SQL Server Analysis Services (SSAS)</td>
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</table>
4. **EMPLOYMENT HISTORY**: If the person has more than 3 employers, he can attach additional pages to this form and indicate on this form to "See Attached Pages".

4.1 **CURRENT EMPLOYER'S NAME**: ________________________________

DATES OF EMPLOYMENT: _________________________________________

POSITION HELD: ________________________________________________

DURATION BY DATE: _____________________________________________

4.2 **CURRENT EMPLOYER'S NAME**: ______________________________

DATES OF EMPLOYMENT: _________________________________________

POSITION HELD: ________________________________________________

DURATION BY DATE: _____________________________________________

4.3 **CURRENT EMPLOYER'S NAME**: ______________________________

DATES OF EMPLOYMENT: _________________________________________

POSITION HELD: ________________________________________________

DURATION BY DATE: _____________________________________________
RFP #BC-21007-Q - KEY PERSONNEL FORM

PERSON'S NAME: ___________________________________

PROPOSER: _______________________________________

5. PROJECT REFERENCES: (Note: It is preferable that these references be from the project experience provided as an attachment to this Key Personnel Form; if this is the case, you need only indicate "see attached" under the Description of Contract/Project Done item. As indicated in the bid document, such references are to be project references not employment references; that is, the University is interested in speaking to a Project Owner regarding the person's performance on a particular project.)

5.1 CONTACT PERSON: ___________________ TELEPHONE #: __________________
COMPANY NAME: _____________________________________________________
DESCRIPTION OF CONTRACT/PROJECT DONE: _____________________________
_______________________________________________________________________
_______________________________________________________________________

5.2 CONTACT PERSON: ___________________ TELEPHONE #: __________________
COMPANY NAME: _____________________________________________________
DESCRIPTION OF CONTRACT/PROJECT DONE: _____________________________
_______________________________________________________________________
_______________________________________________________________________

5.3 CONTACT PERSON: ___________________ TELEPHONE #: __________________
COMPANY NAME: _____________________________________________________
DESCRIPTION OF CONTRACT/PROJECT DONE: _____________________________
_______________________________________________________________________
_______________________________________________________________________
6. ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED)

END OF FORM
PROPOSER: _____________________________________________________________

The Proposer is to provide three (3) contracts that s/he deems the most similar or relevant to the UMBC contract. Contracts listed should demonstrate experience in the provision of services that are similar to the UMBC scope of services.

1. Company /Institution Name: ______________________________________
   Contact Name: ______________________________________
   Contact Title: ______________________________________
   Contact E-mail address: ______________________________________
   Contact Phone Number: ___________________  Contact Fax Number: ___________________
   Description of services performed ______________________________________
   ______________________________________
   ______________________________________
   ______________________________________
   Dates services provided: ______________________________
   Dollar Volume of Contract: ____________________________

2. Company /Institution Name: ______________________________________
   Contact Name: ______________________________________
   Contact Title: ______________________________________
   Contact E-mail address: ______________________________________
   Contact Phone Number: ___________________  Contact Fax Number: ___________________
   Description of services performed: ______________________________________
   ______________________________________
   ______________________________________
   ______________________________________
PROPOSER: ____________________________________________________________

Dates services provided: ________________________________________________
Dollar Volume of Contract: ____________________________________________

3. Company /Institution Name: ________________________________
   Contact Name: ________________________________
   Contact Title: ________________________________
   Contact E-mail address: ________________________________
   Contact Phone Number: ________________ Contact Fax Number: ________________
   Description of services performed: ________________________________________
   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________
   Dates services provided: ________________________________________________
   Dollar Volume of Contract: ____________________________________________

END OF FORM
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. AFFIRMATION REGARDING BRIBERY CONDITIONS

I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies (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) (use attachments as necessary):
   ______________________________________________________________________________________________________
   ______________________________________________________________________________________________________
   ______________________________________________________________________________________________________

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, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:
   (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
(2) Been convicted of any criminal violation of a state or federal antitrust statute;
(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961 et seq., or the Mail Fraud Act, 18 U.S.C. 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
(4) Been convicted of a violation of the State Minority Business Enterprise Law, SS 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(5) Been convicted of a violation of the SS11-205.1 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) - (5) above;
(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in SSB and C (1) – (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment) (use attachments as necessary):
D. AFFIRMATION REGARDING DEBARMENT

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

___________________________________________________________________________________________________________________
___________________________________________________________________________________________________________________
___________________________________________________________________________________________________________________
___________________________________________________________________________________________________________________
___________________________________________________________________________________________________________________

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 Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes 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) (use attachments as necessary):

___________________________________________________________________________________________________________________

F. SUB-CONTRACT AFFIRMATION

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business has:
(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or 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 the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:
(1) Terms defined in COMAR 21.11.08 shall have the same 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 or alcohol;
(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
(f) Establish drug and alcohol abuse awareness program 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 five (5) days after a conviction;
(i) Notify the procurement officer within ten (10) days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction;
(j) Within 30 days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of conviction, impose either of the following sanctions or remedial measures on an 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 or alcohol abuse assistance or rehabilitation program; and
(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of J (2) (a) - (j), above.

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

(4) I acknowledge and agree that:
(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.11 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 contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) Except as validly contested, the business had 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 payment under any contract relating to this bid/proposal affidavit.

(2) The business named above is a sole proprietorship, partnership, or corporation formed under the laws of the State of [Insert State]. [For entities not formed under the laws of Maryland,] I further affirm that the business named above is 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 current resident agent is filed with the State Department of Assessments and Taxation as:

Name:  ___________________________________
Address:  _________________________________
_________________________________________

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. 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 the submission of the accompanying bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution, and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date:  ____________________________________________   EIN or SS#:

_________________________________________

By:  _____________________________________________   Solicitation#:

_________________________________________

(Authorized Representative and Affiant)

12.0021 (Rev. 11/05)

END OF FORM
RFP NO.: BC-21007-Q

TECHNICAL & PRICE PROPOSALS

DUE DATE: THURSDAY, MARCH 10, 2016 AT 2:00 P.M.

RFP FOR: BLACKBOARD ANALYTICS TECHNICAL CONSULTANT CONTRACT

NAME OF PROPOSER: ___________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated _________
Addendum No. _____ dated _________
Addendum No. _____ dated _________
Addendum No. _____ dated _________
Addendum No. _____ dated _________

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

____________________________________
Signature

____________________________________
Printed Name

____________________________________
Title

____________________________________
Date

END OF FORM
Ms. Sharon Quinn  
Department of Procurement Services  
University of Maryland Baltimore County  
Administration Building, Room 301  
1000 Hilltop Circle  
Baltimore, MD 21250  

Dear Ms. Quinn:

The undersigned hereby submits the Price Proposal as set forth in RFP # BC-21007-Q dated 02/23/16 and the following subsequent addenda:

- Addendum _____ dated ______
- Addendum _____ dated ______
- Addendum _____ dated ______

We confirm that this Price Proposal is based on the Requirements per the solicitation 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 as described in this solicitation and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this solicitation 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 vendor.

The Contractor’s Proposal can be accepted in whole or part. While it is the intent of the University to award most or all of the requested work as one contract, the University reserves the right to make an award which best serves the interest of the University.
RFP NO.: BC-21007-Q
PRICE PROPOSAL DUE DATE: THURSDAY, MARCH 10, 2016, AT OR BEFORE 2:00 P.M.
PROPOSAL FOR: BLACKBOARD ANALYTICS TECHNICAL CONSULTANT CONTRACT

PROPOSER: ____________________________________________________
Federal ID Number: _______________________________________________

Please refer to Section 2, “Scope of Services” for more of the details on each Task required under this contract.

<table>
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<tr>
<th>TASKS</th>
<th>Estimated Timeline</th>
<th>Consultant Name</th>
<th>Hourly Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>1. Upgrade of Blackboard Analytics Financial Module:</td>
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<tr>
<td>2. HR &amp; Time Sheet Tracking Model</td>
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<td>3. Point in Time Comparison Reporting for Student Plans</td>
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<td>4. Point in Time Comparison Reporting for Courses.</td>
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<td>5. Cohort Tracking</td>
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<tr>
<td>6. External Education Tracking</td>
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We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the solicitation documents, and that the Bid/Proposal Affidavit submitted as part of the original technical proposal remains in effect. The evaluation and subsequent final
ranking of proposals will be in accordance the solicitation documents. **We understand that technical weighs greater than price.**

We further understand that this Price Proposal includes all costs associated with the provision of the Services per this solicitation, including a not-to-exceed amount for the allowable reimbursable per the solicitation. We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the solicitation document.

We further confirm that the key personnel named within our Proposal 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 Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

FIRM NAME: ________________________________________________________________

ADDRESS:  ________________________________________________________________

Telephone Number:  _______________________________________________________

Signature:  ________________________________________________________________

Printed Name:  ______________________________________________________________

Title:  _________________________________________________________________________
APPENDIX B

CONTRACT FORMS

▪ Contract
▪ Contract Affidavit
▪ UMBC Travel Policy Reimbursements
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND
By this Contract, made as of the ___ day of _______, 2016, 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"), 1000 Hilltop Circle, Baltimore, Maryland 21250, and ______________________________ ("Contractor"), for _______, the parties hereby agree as follows:

1. **TERM OF CONTRACT**: The term of this Contract shall begin on ________, 2016 and terminate on _________________.

2. **SCOPE OF CONTRACT**: The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (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.

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 Contractor $______________.
   B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is __________________________.
   C. The Contractor 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. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.

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 CONTRACTOR**:
   A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor 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 Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.

7. **DISSEMINATION OF INFORMATION**: 

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A. During the term of this Contract, the Contractor 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 Contractor 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 Contractor, its agents or employees.

8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Contractor 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 Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

9. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**
   A. If the Contractor 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, Contractor shall obtain the necessary permission or license to use such item.
   B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor 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 16 below.
   C. If any products furnished by Contractor become, or in Contractor’s opinion, are likely to become, the subject of a claim of infringement, Contractor 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.

10. **DISPUTES:** This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. 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.

11. **NON-DISCRIMINATION IN EMPLOYMENT:** During the performance of this contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran’s status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age,
sex, sexual orientation, gender identity or expression, marital status, national origin, veteran’s status, genetic information, and/or physical or mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the University of Maryland Baltimore County (UMBC); and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.

12. **CIVIL RIGHTS ACT 1964**: Vendors and Contractors 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 Contractor 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 Contractor, 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 Contractor, 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**: Contractor 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**: N/A
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 Contractor 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 Contractor is responsible for any and all costs incurred by the University in mediating spills or releases of materials he/she introduced onto the job site.

19. **TERMINATION OF MULTI-YEAR CONTRACTS DUE TO LACK OF 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 Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

20. **TERMINATION FOR DEFAULT**: If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of ISM 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 Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of ISM Procurement Policies and Procedures.

22. **DELAYS AND EXTENSIONS OF TIME**: The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor 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 Contractor, 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 Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes,
freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

23. **VARIATIONS IN ESTIMATED QUANTITIES:** N/A

24. **LIQUIDATED DAMAGES:** N/A

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

26. **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 ISM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

27. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, 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.

28. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor 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.

29. **RETENTION OF RECORDS:** The Contractor 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.

30. **AUDIT:** The University reserves the right to request an independent review of the Contractor’s financial operations and overall contract compliance (“Review”). The Review would be at the Contractor’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.

31. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:
   A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
B. It is not in arrears with respect to the payment of any 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.

32. **COST AND PRICE CERTIFICATION**: By submitting cost or price information, the Contractor 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 Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

33. **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 Contractor 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 subcontractor; 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.

34. **PAYMENT OF UNIVERSITY OBLIGATIONS**: Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor'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.

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

36. **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.
37. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES:** Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor’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 Contractor. Contractor 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, Contractor 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 Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

38. **USE OF CONTRACTOR’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 Contractor, 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.

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

40. **WAIVER OF JURY:** UNIVERSITY AND CONTRACTOR, 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 CONTRACTOR, 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.

41. **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.

42. **FORCE MAJEURE:** If either party’s performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party’s control, then each party’s obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.
43. **SUCCESSORS AND ASSIGNES.** 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.

44. **COMPLIANCE WITH FERPA:** The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended (“FERPA”), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney’s fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.

45. **SMOKE-FREE CAMPUS:** In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with ISM policy, effective, July 1, 2013, UMBC has become smoke-free campus. The campus has provided two designated areas removed from major pedestrian traffic. All existing smoking urns have been removed, and new urns have been placed at each designated smoking area. Permanent smoking shelters will be installed during the fall semester. The two locations will be the Park Road Smoking Area, adjacent to Lots 1 and 3; and the Fine Arts Service Smoking Area, near the Fine Arts Building service area. To ensure that this policy is adhered to, individuals found in violation will be directed to review the smoking policy online at smokefree.umbc.edu. Those violating the policy after that will be subject to a fine. This new policy reflects a national movement to provide healthy, smoke-free environments on college campuses and brings UMBC in line with more than 800 colleges in the United States that are already smoke free.

46. **RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL:**
   A. The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.
   B. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.
   C. The Seller shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
   D. The Seller shall ensure that the provisions of this clause apply to its subcontractors.
47. **CONTRACT CONTROLS:** It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor 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.

48. **CONTRACT AFFIDAVIT:** The Contract Affidavit required by the ISM 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 Contractor.

49. **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.

(Signatures to be placed on the 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.

Contractor: _________________________________
__________________________  BY: ___________________________________
Witness                   Signature
__________________________
Typed/Printed Name
__________________________
Title
__________________________
Date
__________________________
Telephone Number

University of Maryland Baltimore County

Witness                   Signature
__________________________
Typed/Printed Name
__________________________
Title
__________________________
Date
__________________________
Telephone Number

(Revised 05/29/14)
CONTRACT AFFIDAVIT

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

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

   Name: ____________________________________________________________
   Address: __________________________________________________________

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated ___________ , 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.
I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ______ By: __________________________________________________
Revised January 2013
END OF RFP DOCUMENT