

UNIVERSITY OF MARYLAND BALTIMORE COUNTY

REQUEST FOR PROPOSAL # BC-21011-R

FOR

UMBC CAMPUS CARD ONLINE ACCOUNT MANAGEMENT SOFTWARE CONTRACT

ISSUE DATE: MARCH 29, 2016

SIGNIFICANT MILESTONES	TIME:	DATE
Issue Date	4:00 PM DST	Tuesday, March 29, 2016
Deadline for Questions	4:00 PM DST	Tuesday, April 5, 2016
Technical Proposal Due Date	2:00 PM DST	Monday, April 18, 2016
Interviews with Proposing Firms	TBD	Tuesday, May 17, 2016
Anticipated Price Proposal Due Date	2:00 PM DST	Thursday, June 2, 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

**CAMPUS CARD ONLINE ACCOUNT MANAGEMENT SOFTWARE
AT THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
RFP #BC-21011-R
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ATTACHMENT A	The following forms are to be submitted by each proposer as indicated in the RFP documents herein: <ul style="list-style-type: none">- Bid/Proposal Affidavit- Campus Card Online Account Management Software Requirement Form- Key Personnel Form- Firm Experience Form- Company Profile Form- Acknowledgement of Receipt of Addenda Form (if applicable)
ATTACHMENT B	The following forms are to be submitted and signed only by the successful firm: <ul style="list-style-type: none">- Contract Affidavit Form- UMBC Contract
ATTACHMENT C	Price Proposal Form

INSTRUCTION TO PROPOSERS

SECTION 00100

SECTION 00100

I. INSTRUCTIONS TO PROPOSERS

A. **DESCRIPTION:** The University of Maryland Baltimore County (UMBC) seeks proposals for the procurement of a Campus Card Online Account Management Software.

B. INSTRUCTIONS FOR SUBMITTAL OF REQUEST FOR PROPOSALS

For detailed information on preparation and submittal of Request for Proposals, see Section 00300 "Proposals, Evaluation, Forms"

C. ISSUING OFFICE

1. The Issuing Office is;
UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
Office of Procurement Services
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250

Attn: Mallela Ralliford
410-455-2071
Fax # 410-455-1009
Email: MRalliford@umbc.edu

The Issuing Office shall be the sole point of contact with the University for purposes of preparing and submittal of this proposal. All questions are to be directed to the Issuing Office.

D. PRE-PROPOSAL CONFERENCE

There will be no Pre-Proposal Conference.

E. TERMINOLOGY

All references in the Request for Proposal to Consultant, Proposer, and other persons are made relative to the singular person, male gender (e.g. "he", "him", "his", etc.). These are intended only as generic terms relative to number and gender, and are employed solely to simplify text and to conform with commonly used language.

F. QUESTIONS AND INQUIRIES

1. All questions and inquiries with regard to any aspect of this RFP must be directed in writing to the Issuing Office via email to Mallela Ralliford.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on UMBC's eBid Board (<http://procurement.umbc.edu/bid-board/>). The Proposer shall acknowledge the receipt of all addenda by submitting the Acknowledgement of Receipt of Addendum Form.

G. DUE DATE AND TIME:

1. One (1) original, two (2) electronic copies plus two (2) copies (total of 5), of **Technical Proposal** in this Request for Proposal must arrive at the Issuing Office by **Monday, April 18, 2016 on or before 2:00 p.m. DST** in order to be considered. Proposers are requested to clearly mark the original copy as such. Late proposals will not be considered.
2. Price Proposals will only be requested from those firms who are shortlisted. The due date for price proposals will be set upon completion of the technical evaluation, however, the University anticipates the **Price Proposal** due date to be on or about, **Thursday, May 26, 2016**.
3. Proposers mailing Proposals (Technical Proposals and/or Price Proposals) shall allow sufficient mail delivery time to insure receipt by the Issuing Office. Technical Proposals or unsolicited amendments to Request for Proposal arriving after the due date and time will not be considered.
3. The UMBC Procurement Office is accessible by the general public between the hours of 8:30 a.m. until 4:30 p.m. DST Monday through Friday with the exception of legal holidays. Vendors must allow sufficient time in submitting replies to solicitations to insure timely receipt by the Issuing Office.

H. LATE PROPOSALS CANNOT BE ACCEPTED

Proposals are to be delivered to the University's Office of Procurement, 7th Floor, Room 732, UMBC Administration Building, 1000 Hilltop Circle, Baltimore, MD 21250. The University does not recommend the use of mail or delivery services which will not guarantee delivery directly to Room 732. Proposals delivered to the campus central mail facility or to locations other than Room 732, will not be considered "received" by the University Office of Procurement until they arrive at Room 732 and are clocked in. The University will not waive delay in delivery resulting from need to transport a proposal from another campus location to Room 732, 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 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.

I. SITE INVESTIGATION – INTENTIONALLY OMITTED

J. BID SECURITY/PERFORMANCE AND PAYMENT BONDS – INTENTIONALLY OMITTED

K. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

The University reserves the right to reject any and all proposals or to accept any proposal in the interest of the State of Maryland. For the same reason, the University reserves the right to waive any technicality or minor irregularity in a Request for Proposal.

L. PROPOSALS FIRM FOR 120 DAYS

All proposal prices shall be firm for one hundred twenty (120) calendar days from the Request for Proposal due date. This period may be extended by written mutual agreement between the Proposer and the University.

M. LICENSES AND QUALIFICATIONS

The University reserves the right to require that the Contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule (see Section 00300 of this RFP for further information/details).

N. CLARIFICATIONS AND ADDENDA

Any addendum/amendments to the Request for Proposal must be acknowledged by persons and entities known to have been issued or otherwise to have received the RFP. An acknowledgement of Receipt of Addendum form is provided in Attachment A as well as on the Request for Proposal Price Form.

Should a Proposer find discrepancies in the proposal documents, or should be in doubt as to the meaning or intent of any part thereof he must no later than seven (7) days business days prior to the Technical Proposal due date, or the Price Proposal due date, request clarification in writing from the UMBC Issuing Office, who will issue a written Addendum to the RFP Documents. Failure to request such clarification is not a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

O. INSURANCE

The successful vendor will be required to document proof of insurance for Commercial General Liability, Worker's Compensation, Automobile Insurance and Errors & Omissions Insurance. The University of Maryland Baltimore County and the State of Maryland are to be named as an "additional insured" on all but Worker's Compensation and Errors & Omissions Insurance.

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.

1. The following conditions for insurance must be met by the Vendor:
 - i. The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and University of Maryland Baltimore County. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.
 - ii. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers Compensation, and Errors and Omissions Insurance in the same manner, including the additional insured requirements in paragraph e. below, i.e., as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.
 - iii. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until 45 days prior written notice has been given to the University of Maryland Baltimore County".
 - iv. No acceptance and/or approval of any insurance by the University of Maryland Baltimore County shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents
 - v. NAMED ADDITIONAL INSURED - The University of Maryland Baltimore County and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverage **except Workers Compensation and Errors & Omissions Insurance** and the certificates of insurance (or the certified policies, if requested), must so indicate through inclusion of appropriate endorsement. **Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.**
 - vi. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within 10 days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.
 - vii. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland Baltimore County or participation institutions from supervising or inspecting the operations of the contractors as the end result.

- viii. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor shall be as fully responsible to University of Maryland Baltimore County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by Contractor.

- ix. All required insurance coverage must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University of Maryland Baltimore County. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
- x. The University of Maryland Baltimore County will consider deductibles or self-insured retention as part of its review of the financial stability of the proposer. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

2. The following conditions for insurance must be met by the Vendor:

- i. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted section 4, below, must be met. Such Commercial General Liability policy shall include the following extensions:
 - a) It is preferred that the General Aggregate Limit applies separately to this project.
 - b) Premises/Operations.
 - c) Actions of Independent Contractors.
 - d) Products/completed Operations to be maintained for three (3) years after completion of the contract.
 - e) Contractual Liability including protection for the Contractor for claims arising out of liability assumed under this contract.
 - f) Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section).
- ii. **Business Automobile Liability** which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorists' insurance and automobile contractual liability.

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS

- iii. **Workers Compensation** - statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.
 - iv. **Errors and Omissions** insurance as required by the laws of the State of Maryland.
3. The coverage listed in Section III, Item O-2, above shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**
- i. Commercial General Liability Insurance including all extensions:
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products liability;
 - \$3,000,000 general aggregate
 - ii. Business Automobile Liability:
 - \$2,000,000 each accident
 - iii. Workers Compensation insurance - statutory requirements. Employers liability insurance - \$1,000,000 each accidental injury; and \$1,000,000 each employee, \$1,000,000 policy limit for disease.
 - iv. Errors and Omissions insurance:
 - \$2,000,000 each occurrence
4. **Tort-Claim Act** - It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.

NOTE: If insurance required has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:

- A. Agree to provide certificates of insurance evidencing the above coverage for period of three (3) years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor's or subcontractor's work under this contract,
- or
- B. Purchase an extended [minimum three (3) years] reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- C. The "retroactive date" must be effective prior to the inception of the work under this contract.
- D. No "sunset" clauses shall apply.

5. **Additional information:**

The awarded firm(s) will provide all endorsements from the insurer itself (rather than the agent); and there will be a request to see all coverage declaration pages together with all endorsements (to confirm compliance with the coverage requirements.)

A CERTIFICATION LETTER FROM THE INSURER (RATHER THAN THE AGENT) THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT SHOULD BE PROVIDED WITH THE TECHNICAL PROPOSAL

P. CANCELLATION OF THE REQUEST FOR PROPOSAL

The University may cancel this Request for Proposal, in whole or in part, at any time before the award of a contract.

Q. ECONOMY OF PREPARATION

Request for Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers offer to meet the requirements of the Request for Proposal.

R. MINORITY BUSINESS ENTERPRISE NOTICE

There is no Minority Business Enterprises subcontracting requirement on this contract, however Minority Business Enterprises are encouraged to respond to the solicitation. Proposers are encouraged to obtain minority participation where possible. MBE's must be certified by the Maryland Department of Transportation (MDOT) and not graduated from the applicable NASIC Code

S. MODIFICATIONS AND WITHDRAWAL OF REQUEST FOR PROPOSALS

1. Withdrawal of, or modifications to Technical Proposals and/or Price Proposals are effective only if written notice thereof is filed to the issuing Office prior to the time Technical Proposals or Price Proposals are due. A notice of withdrawal or modification to a Technical Proposal or Price Proposal must be signed by an officer with the authority to commit the company.
2. No withdrawal or modifications will be accepted after the time Technical Proposals or Price Proposals are due.

T. FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE:

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business which enters into contracts, leases or other agreements with UMBC and receives in the aggregate \$100,000, or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

U. CONFIDENTIAL OR PROPRIETARY INFORMATION

Proposers should give specific attention to the identification of those portions of their Technical Proposal which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government 9 Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors 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 Technical Proposal with a proprietary statement.

V. PROPOSAL/BID AFFIDAVIT

The Proposal/Bid affidavit enclosed in this document (see Attachment A) must be executed by each responding contractor and submitted with their technical proposal.

W. 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 delinquent during the term of the contract.

X. MULTIPLE/ALTERNATIVE PROPOSALS

Proposers may not submit more than one (1) proposal nor may Proposers submit an alternate to this RFP.

Y. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within ten (10) days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful offeror's proposal only and shall not include a discussion of a competing offeror's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

Z. TERMS OF CONTRACT

By submitting a response to this solicitation, a firm shows acceptance of all terms and conditions contained in the RFP document.

AA. MARYLAND PUBLIC ETHICS LAW, TITLE 15

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (an in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a 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 proposer/offeror has any questions concerning application of the State Ethics Law to the proposer/offeror's participation in this procurement, it is incumbent upon the proposer/offeror to seek advice from the State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401, 410-974-2068.

The procurement officer may refer any issue raised by a proposal to the State Ethics Commission. The procurement officer may require the proposer/offeror to obtain advice 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.

BB. USE OF AFFILIATES TO AVOID TAXATION ON INCOME FROM STATE CONTRACTS

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 payment made to an affiliated entity or affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with Contractor. Contractor agrees that during the course of this contract it shall not make any such royalty or similar payment 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 returns and pay their respective Maryland income taxes in such a manner that Contractor does not claim a deduction against Maryland income tax for such payments, and the affiliated company receiving the royalty or similar payment files Maryland income tax returns and pays Maryland 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.

CC. PAYMENTS TO CONTRACTORS BY ELECTRONIC FUNDS TRANSFER (EFT)

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>

END OF SECTION 00100

SECTION 00200
INFORMATION AVAILABLE TO PROPOSERS

SECTION 00200

I. INFORMATION AVAILABLE TO PROPOSERS

A. CONTRACT DOCUMENTS: This RFP #BC-21011-R consists of the documents noted below:

All sections are contained **within the RFP document**

- 00100 Instructions to Proposers;
- 00200 Information Available to Proposers;
- 00300 Request for Proposals, Evaluation and Forms
- 00400 Scope of Work
- Attachment A UMBC Forms required with Technical Proposal Submittal:
 - Bid Proposal Affidavit
 - Acknowledgement of Receipt of Addenda
 - Key Personnel Form
 - Firm Experience Form
 - Company Profile
- Attachment B UMBC Forms required to be signed/provided by the Selected Contractor at time of contract award (i.e., Contract Affidavit and UMBC's Contract)
- Attachment C Price Proposal Form

All of these materials will be included in the Contract with the University awarded as a result of this solicitation. The Proposer by submitting its offer agrees that if awarded the Contract, that is, as Campus Card Online Account Management Software Contractor, will be bound under the Contract to all the terms and conditions thereof.

II. PRE-PROPOSAL CONFERENCE

1. There will be no Pre-Proposal Conference.
2. Attention is directed to the following provisions in Section 00100:
 - F. Questions and Inquiries
 - N. Clarification and Addenda

III. AVAILABLE RECORD DOCUMENTS. The Campus Card Office, upon request through the Procurement Officer, will make accessible to the Proposers any available data pertinent to this procurement to the extent that such material is available. The University, however, can offer no assurances that such data are accurate, current or complete.

END OF SECTION 00200

SECTION 00300

III. PROPOSALS, EVALUATION AND FORMS

SECTION 00300

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 1

INTRODUCTION/OVERVIEW

A. TRANSMITTAL LETTER

A transmittal letter prepared on the Proposer's business stationery must accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the proposal; therefore, they should be brief, but shall list all items contained within the Technical Proposal. The letter must be signed by an individual who is authorized to bind his firm to all statements, including services and financial, contained in the bid.

B. SIGNING OF FORMS

The Technical Proposal and Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws of 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. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner proposers, and indicated by affixing the Corporate Seal at corporate signatures.

C. TWO VOLUME SUBMITTAL

The selection procedure for procurement of this contract requires that a review of the Technical Proposal is to be conducted by an Evaluation and Selection Committee prior to the request of prices. The Price Proposal form(s) shall be filled out in ink or typed. Any erasures and/or alterations shall be initialed in ink by the signer.

**SECTION 00300
PROPOSALS, EVALUATION, AND FORMS**

**ARTICLE 2
TECHNICAL PROPOSAL SUBMITTAL**

A. TECHNICAL PROPOSAL SUBMITTAL

The Technical Proposal must be submitted in a sealed envelope. The envelope shall have the proposer's name, the project name and project number prominently displayed, together with the words, "TECHNICAL PROPOSAL".

Technical Proposal shall be delivered on, or before **Monday, April 18, 2016 by/before 2:00 p.m.** DST to the UMBC Procurement Office at the address noted in Section 0100 of the Technical documents as "The Issuing Office".

The following items must be included in this Initial proposal Submittal:

1. Detailed responses to Section 0300, Article 2, Item B, Technical Proposal Criteria, Items 1 through 3 (noted in "B" below)
2. Bid/Proposal Affidavit
3. Acknowledgement of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda **MUST** be included with your Technical Proposal).

B. TECHNICAL PROPOSAL CRITERIA

The following information must be furnished in the Technical Proposal. Failure to include any of the items listed below may disqualify your firm's response. Technical criteria are listed in order of importance. Proposers should describe in detail and provide evidence supporting the qualifications requested below. All proposers are to compile their Technical Proposal in the order listed.

1. CAMPUS CARD ONLINE ACCOUNT MANAGEMENT SOFTWARE AND TRAINING

UMBC is seeking a contractor to provide UMBC Campus Card Online Account Management Services. Contractor's platform shall provide a high performance platform with web user interface and mobile capability with Shibboleth single sign on.

- 1.1 Provide a detailed description of your software product and its capabilities (complete Campus Card Online Account Management Software Requirement Form located in Attachment A). Proposer must provide the approach for implementation and training.

2. KEY PERSONNEL

The **Account Manager** is required to demonstrate relevant project experience with a minimum of five (5) years of experience in Online Cardholder Account Management Services, with at least three (3) years working with higher education clients.

The **Account Manager** is defined as the University's primary point of contact on a day-to-day basis and the person who will manage the contract for the vendor. The Account Manager must be a direct employee of the proposing firm. This person must speak English.

2.1. **Key Personnel:** Complete a Key Personnel Form for the Account Manager inclusive of the following:

- Educational background inclusive of degree, and relevant certifications;
- Work experience with the proposing firm, inclusive of duration (by dates) of employment and position(s) held;
- Work experience with prior employers, durations (by dates) of employment and position(s) held;
- Specific contract experience which is similar to the work to be done under this contract and the role this person played in each selected contract, with higher consideration to be given if the role is the same as to be assigned on the UMBC contract.
- All contract experiences are to be listed. A brief description of a few selected projects should be given inclusive of type of work performed, dollar volume of project/job schedule etc.

***Note:** The Key Personnel Form was developed for use on this Campus Card Online Account Management Software procurement to ensure that all requested information is provided. Proposers are not required, however, to utilize this form. Should a proposer elect not to use this form, it is the proposer's responsibility to provide all requested information within his Technical Proposal.

2.2 **Key Personnel References:** Provide three (3) contract references for the Key Personnel inclusive of contact person, phone number and name of applicable project. Such references are to be from the projects provided as experience above. As well, references are to be from different contracts; that is, only one (1) reference per contract is allowed. Only one (1) reference for each person from within the University of Maryland, Baltimore County is allowed. In addition, the University reserves the right to check other sources available, and/or use itself as a reference even if the proposer does not name the University as a reference. Such references will be held in strictest confidence by the University.

Please ensure that the information is accurate and that the reference named can speak to the individual's performance in the role to be assigned.

NOTE: The University will check the references of the short-listed firms only.

2.3 **Personnel Commitment:** By submitting the name of the Key Personnel for consideration under this Key Personnel Section, the Proposer is committing this person to UMBC for this contract's duration if awarded the contract. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMBC's Procurement Office.

3. **FIRM EXPERIENCE:** Firms must have a minimum of five (5) years of experience in Online Cardholder Account Management Services with at least three (3) years specific experience with higher education clients. This experience may have been with bidding firm or another firm. If with another firm, please provide that information in the résumé provided.

- 3.1 Complete the Firm Experience Form (found in Attachment A) for three (3) contracts where these services have been performed within the last five (5) years.

In order to be considered as experience, these contracts **must**:

- At least two (2) of the three (3) contracts must be in with higher education clients.
- All are to be similar in size and scope to UMBC's project.
- Service must have been provided by the proposing firm. If your firm is a local office of a parent company, such experience must be performed by the local firm in order to be considered.

These Contracts should demonstrate your firm's experience in Online Cardholder Account Management Services. As indicated on the form, the following information is to be provided for each project/contract as follows:

- Customer/Owner's name, address, contact name and telephone number;
- A brief, but detailed, description of the project/contract inclusive of type of project/contract.
- The name of your firm's Account Manager on this project.
- The dollar amount of the project.
- The start date and completion date or projected completion of the project or contract.
- List the similarities of our project/contract to the work to be done under this Campus Card Online Account Management Software Contract.

Experience noted should demonstrate the Proposer's knowledge and ability to perform similar work with higher consideration given if work done in a higher education environment.

3.2. **FIRM REFERENCE:**

The reference for previous similar work given in Paragraph #3.1 (above) will be checked by the University. The reference should include a contact person who can comment on your firm's ability to do similar work.

It is imperative that contact names and phone numbers be given for the projects listed and be accurate. In addition, the University reserves the right to check other sources available including itself. References will be held in the strictest of confidence by the University.

NOTE: The University will check the references of the short-listed firms only.

4. **COMPANY PROFILE:**

Complete the "Company Profile" form (found in Attachment A) included with this RFP package. Please be sure to include a brief, but informative, history of your firm including your firm's background on performing Campus Card Online Account Management Software Services.

END OF SECTION 0300, ARTICLE 2

SECTION 00300

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 3

INTERVIEW/SOFTWARE DEMONSTRATION SESSIONS AND PRICE PROPOSAL

- I. **INTERVIEW/SOFTWARE DEMONSTRATION SESSIONS:** Only those Proposers whose Technical Proposals are short-listed on this procurement will be requested to conduct an interview session at the University.

The due date and time of the Interview/Software Demonstration Session will be set by the University upon completion of the initial evaluation of the Technical Proposals. **It is anticipated that Interview Sessions will be conducted on Tuesday, May 17, 2016.** This date/time will be verified with the applicable proposers at the time it is requested, however, Proposers are advised to set this date in its entirety on the calendars of the identified Key Personnel to be assigned/demonstrate software to UMBC by the Proposer so as to avoid any conflicts as the University does not expect this date to change. Proposers may request that this session be done remotely.

The purposes of the interview session are as follows:

- i. To allow the University's and Proposer's Key Personnel to meet;
- ii. Demonstration of your software product;
- iii. To discuss aspects of the Proposer's Technical Proposal;
- iv. To provide an opportunity to clarify the scope of services for the Contractor; and
- v. To review the Price Proposal form.

At the time the Interview Sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested personnel.

Upon completion of the Interview Sessions, the University will conduct the Second Phase Technical Evaluation as described in Section 00300, Article 4.

- II. **PRICE PROPOSAL:** After completion of the Interview Sessions and the Second Phase Technical Evaluation, those Proposers who remain short-listed will be requested to submit a Price Proposal. One (1) original and one (1) copy (for a total of 2) of the Price Proposal are to be provided. The due date for submission of the **Price Proposal is anticipated to be Thursday, May 26, 2016.**

The Price Proposal is to be submitted in a sealed envelope. The envelope shall have the Proposer's name, the contract name and the solicitation 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 (found 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 total quoted price as requested on the Price Proposal form.

END OF SECTION 0300, ARTICLE 3

SECTION 0300

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 4

EVALUATION OF PROPOSALS

A. **TECHNICAL EVALUATION:**

1. Technical Proposals will be evaluated by a University Selection and Evaluation Committee. The order of importance of the technical criteria is as follows:
 - Campus Card Online Account Management Software
 - Key Personnel;
 - Firm Experience; and
 - Profile of Proposer.

Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Technical Proposals. Only those firms that are short-listed will advance/continue in this procurement process.

2. Only those firms who are short listed will then be requested to attend an Interview Session at the University. (See Section 00300, Article 3 for further information regarding the Interview Sessions).
3. A Second Phase Technical Evaluation will be conducted based upon the Interview Sessions. This evaluation Phase Technical Evaluation will consist of incorporating the Key Personnel References and Firm References, with the rating of all the other categories based on the Interview Sessions. The order of importance of the technical criteria will remain the same.
4. Further information may be required by the University during the technical evaluation process.

B. **PRICE PROPOSAL EVALUATION:**

1. Price Proposals will not be opened publicly.
2. Price Proposals will be evaluated based on the total price as requested on the Price Proposal form.
3. The University may elect to request Best & Final Price Proposal(s).

C. **FINAL PROPOSAL RATING:**

1. Ranking of the Price Proposal will be combined with the corresponding total technical ranking to determine a final rating for each proposal.
2. Technical merit will have a greater weight than price.
3. The University will choose from among the highest rated proposals, those proposals which will best serve the interests of the University in accordance with USM Procurement Policies and Procedures.
4. As stated in Section 00100, Instructions to Proposers, P. Proposal Acceptance, the University reserves the right to make an award with or without negotiations.

END OF SECTION 00300 ARTICLE 4
END OF SECTION 0300

**SECTION 00400
CAMPUS CARD ONLINE ACCOUNT MANAGEMENT SOFTWARE**

IV. SCOPE OF WORK

**ARTICLE 1
GENERAL PROVISIONS**

- I. DESCRIPTION:** The University of Maryland Baltimore County (UMBC) seeks proposals for the procurement of a Campus Card Online Account Management Software.
- II. CONTRACT TERM:** Contract is to be issued for a period of three (3) years from date of award (to cover implementation and training and warranty). There will be three (3) three-year renewal options solely at the University's option.
- III. AWARD:** It is the University's intent to award a single Campus Card Online Account Management Software firm.

END OF SECTION 00400/ARTICLE 1

SECTION 00400 - SCOPE OF SERVICES

ARTICLE 2 SCOPE OF SERVICES

The University of Maryland Baltimore County (UMBC) seeks proposals for the procurement of a Campus Card Online Account Management Software Services. Contractor's platform shall provide specific services that allow patrons to access and interact with the Campus Card Systems. The following are required:

- High performance platform with Web User Interface and Mobile capability with a quick response on devices (such as cell phones & tablets) with a Shibboleth single sign on;
- 24 hours a day/7 days a week Cardholder access for meal plans, deposits, general fund, transaction history and other functions;
- Online credit card processing;
- Online ACH transaction processing;
- Automated low balance warning via email;
- Ability to report lost/stolen card;
- Administrator self-customization tools; customized forms and pages, Card program news, FAQs, hints & tips, UMBC advertising and general content;
- State-of-the-art security protocols, allowing users to interact in the safest online transaction environment possible to protect Cardholders and UMBC against fraudulent transactions and identity theft.

**END OF SECTION 00400/ARTICLE 2
END OF SECTION 00400**

ATTACHMENT A
Technical Proposal Forms

The following forms must be included within the Technical Offer. However, please refer to Section 00300 for further information required contents of the Technical Proposal. Completion of these forms is not the entire contents of the Technical Proposal. See Section 00300, Article 2 for full details.

- Bid/Proposal Affidavit
- Acknowledgement of Receipt of Addenda
- Campus Card Online Account Management Software Requirement Form
- Key Personnel Form
- Firm Experience Form
- Company Profile Form

BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) 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, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (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;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) 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 §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. 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.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. ACKNOWLEDGEMENT

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 this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland 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 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: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

RFP NO.: RFP #BC-21011-R

TECHNICAL PROPOSAL DUE DATE: MONDAY, APRIL 18, 2016 on or before 2:00 p.m.

RFP FOR: UMBC CAMPUS CARD ONLINE ACCOUNT MANAGEMENT SOFTWARE

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _dated _____

Addendum No. _dated _____

Addendum No. _dated _____

Addendum No. _dated _____

Addendum No. _dated _____

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

Signature _____

Printed Name _____

Title _____

Date _____

Campus Card Online Account Management Software Requirement Form

Instructions: For each requirement, indicate with an "X" whether the requirement is standard functionality, a customization, provided through an additional 3rd party software or if unable to meet that requirement.

Completed by:	
Date Completed:	
Product Name and Version:	

Functionality	Standard Function	Customization	Additional 3rd Party Software	Unable to Meet	Comments
General Vendor Requirements & Experience (Items marked optional or preferred are not required)					
1	Web User Interface				
2	Mobile Capability				
3	Shibboleth single sign on				
4	24 hours a day/7 days a week Cardholder access for meal plans, deposits, general fund, transaction history and other functions				
5	Online credit card processing				
6	Online ACH transaction processing				
7	Automated low balance warning via email				
8	Ability to report lost/stolen card				
9	Administrator self-customization tools; customized forms and pages, Card program news, FAQs, hints & tips, UMBC advertising and general content				
10	Credit/Debit Card Acceptance: Accept Visa, MasterCard, American Express or Discover for campus card deposits.				
11	Deposits made to campus debit accounts without logging in				
12	24/7 system that facilitates card deactivation/reactivation for lost/stolen card				
13	User authorized guest access to their account				
14	User may send an email to someone requesting money to be deposited to their account				
15	Automatic deposits to account weekly/monthly basis				
16	Automatic deposits to account when user has low balance				
17	Reporting problem or questions				
18	Facilitates accepting credit card, debit card, electronic check & bursar deposits				
19	Web Service allowing extraction of patrons pertinent information (i.e., current meal plan)***				

***This is a desired function, not a required function

**UMBC CAMPUS CARD ONLINE ACCOUNT MANAGEMENT SOFTWARE
RFP #BC-21011-R - KEY PERSONNEL FORM**

PERSON'S NAME: _____ **PROPOSER:** _____

5. **CONTRACT 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 RFP 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: _____

SCHEDULE (MONTH/YEAR): **START DATE:** _____ **END DATE:** _____

DOLLAR: \$ _____

DESCRIPTION OF CONTRACT/PROJECT DONE: _____

ROLE OF KEY PERSON: _____

Why is this contract similar/relevant to the University's requirements? (Refer to Section 00300 for criteria.)

5.2 **CONTACT PERSON:** _____ **TELEPHONE #:** _____

COMPANY NAME: _____

SCHEDULE (MONTH/YEAR): **START DATE:** _____ **END DATE:** _____

DOLLAR: \$ _____

DESCRIPTION OF CONTRACT/PROJECT DONE: _____

ROLE OF KEY PERSON: _____

Why is this contract similar/relevant to the University's requirements? (Refer to Section 00300 for criteria.)

5.3 CONTACT PERSON: _____ TELEPHONE #: _____

COMPANY NAME: _____

SCHEDULE (MONTH/YEAR): START DATE: _____ END DATE: _____

DOLLAR: \$ _____

DESCRIPTION OF CONTRACT/PROJECT DONE: _____

ROLE OF KEY PERSON: _____

Why is this contract similar/relevant to the University's requirements? (Refer to Section 00300 for criteria.)

6. **ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED)**

NOTE: If a Proposer finds the space provided to be insufficient, he can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.

CAMPUS CARD ONLINE ACCOUNT MANAGEMENT SOFTWARE

**COMPANY PROFILE
RFP #BC-21011-R**

PAGE 1 OF 3

COMPANY NAME: _____

ADDRESS OF PARENT COMPANY: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

NUMBER OF GEOGRAPHIC LOCATIONS: _____

LOCATION OF ALL GEOGRAPHIC OFFICES AND THEIR FUNCTION

LOCATION:

FUNCTION:

OF YEARS IN BUSINESS UNDER PRESENT NAME: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

TYPE OF ORGANIZATION (I.E., SOLE PROPRIETOR, CORPORATION, PARTNERSHIP, INDIVIDUAL, JOINT VENTURE):

TYPE OF SERVICES PERFORMED:

ATTACHMENT B
Contract Documents

NOTE: These are provided for information. ONLY the successful Firm will be required to complete these forms.

- Contract
- Contract Affidavit

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:**
 - 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:** As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act ("UCITA"), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Contractor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Contractor.
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 remediating 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 USM Procurement Policies and Procedures.
21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the 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 USM 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 USM 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 ASSIGNS.** This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.
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 USM 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 USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the 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: _____

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

University of Maryland Baltimore County

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

ATTACHMENT C
PRICE PROPOSAL FORM

PROPOSAL NO. RFP #BC-21011-R
PRICE PROPOSAL DUE: THURSDAY, MAY 26, 2016, by or before 2:00 p.m.
PRICE PROPOSAL FOR: UMBC CAMPUS CARD ONLINE ACCOUNT MANAGEMENT SOFTWARE SERVICES

NAME OF PROPOSER: _____

FID NUMBER: _____

PRICE PROPOSAL

DATE _____

Ms. Mallela Ralliford
Procurement Office
University of Maryland, Baltimore County
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250

Dear Ms. Ralliford:

The undersigned, hereby submits a Price Proposal to provide all labor, material, equipment, and supervision for the Campus Card Online Account Management Software Services for the UMBC as set forth in RFP #BC-21011-R dated 07/01/15 and Addenda as follows:

- Addendum No. dated _____
- Addendum No. dated _____
- Addendum No. dated _____
- Addendum No. dated _____

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to perform the services as described in the solicitation documents. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the RFP documents.

We will perform the work described in the RFP documents inclusive of technical specifications and issued addenda for the guaranteed pricing defined on the following pages.

We understand that the University reserves the right to make the award of for all items, or any parts, thereof, to one or more proposers as set forth in detail under the information furnished in the specified documents. We understand it is the University's intent to make a single awards.

PROPOSAL NO. RFP #BC 20980-R
 PRICE PROPOSAL DUE: THURSDAY, MAY 26, 2016, by or before 2:00 p.m.
 PRICE PROPOSAL FOR: UMBC CAMPUS CARD ONLINE ACCOUNT MANAGEMENT SOFTWARE SERVICES

NAME OF PROPOSER: _____

ALL BLANKS ARE TO BE COMPLETED. THERE ARE TO BE NO ALTERATIONS, ADDITIONS, OR DELETIONS MADE ON THE PRICE FORM:

Federal ID Number: _____

ITEM	PRICE
Software Implementation	
Training	
Transaction Fee	
Annual Maintenance	

We further understand that this Price Proposal includes all costs associated with the provision of the scope of work per the RFP documents.

We further confirm that the key person named within our Technical Proposal will be assigned to UMBC for the duration of this contract. We understand that no changes in these assignments will be allowed without written authorization from the University via contract amendment prior to such changes being made.

We understand that if we are the successful Campus Card Online Account Management Software Firm we will be required to provide the university with proof of meeting all insurance requirements as set forth in the RFP documents. By signing this Price Proposal form, we are agreeing to comply with the insurance requirements, and if necessary, will purchase, at our expense, all necessary riders to comply. Such insurance policies inclusive of all riders will remain in force for the contract and warranty periods.

As well, we agree to all terms and conditions as set forth in the RFP documents, including those of the documents issued to solicit Technical Proposals, all addenda since that issuance, our Technical Proposal submitted in response to the original solicitation, and our Price Proposal are a part of any resulting contract.

(Signatures should be placed on following page.)

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: _____

END OF PRICE PROPOSAL FORM

END OF ATTACHMENT C

END OF RFP DOCUMENT